

1/8/08

STATE OF SOUTH CAROLINA  
COUNTY OF CONEE  
OCONEE COUNTY COUNCIL

ORDINANCE NO 2007-20

AN ORDINANCE TO AMEND ORDINANCE 1995-05, AN ORDINANCE CREATING THE  
OCONEE COUNTY BOARD OF DISABILITIES AND SPECIAL NEEDS

AN ORDINANCE TO AMEND ORDINANCE 95-5

BY Oconee Council in Session duly assembled and with a quorum present and voting:

PREAMBLE:

Section 44-20-175, South Carolina Code of Laws, as amended, provides that boards of disabilities and special needs must be created by ordinance of the governing body of the county concerned. Pursuant to the law, by Ordinance 1995-05, dated July 18, 1995, Council created the Oconee County Board of Disabilities and Special Needs. It is desirable that Ordinance 1995-05 be amended, therefore:

BE IT ORDAINED:

Ordinance 1995-05 is stricken in its entirety and the following substituted:

SECTION 1. DEFINITIONS:

- a. "Agency" shall mean the Oconee County Disabilities and Special Needs organization administered by the Oconee County Board of Disabilities and Special Needs.
- b. "Board" shall mean the Oconee County Board of Disabilities and Special Needs, a public body, administering, planning, coordinating, or providing services within Oconee County for persons with mental retardation, related disabilities, head injuries, or spinal cord injuries.
- c. "South Carolina Department" shall mean South Carolina Department of Disabilities and Special Needs as defined by Section 44-26-30, South Carolina Code of Laws.
- d. "Special Needs" shall mean mental or physical disabilities, including retardation, autism, head injuries, spinal cord injuries or similar disabilities.
- e. "Council" shall mean the Oconee County Council.
- f. "Executive Director" shall mean the person employed by the Board to supervise the day-to-day operations of the activities of the Board.

## **SECTION 2. PURPOSE:**

It is the purpose of the Oconee County Board of Disabilities and Special Needs to develop, provide, coordinate, improve and operate community based programs, servicing persons with Special Needs with a view toward developing their respective mental, physical and social capacities to the fullest practical extent and to live as normal, useful and productive lives as possible.

## **SECTION 3. BOARD OF MEMBERSHIP:**

The Board shall be composed of nine (9) resident electors. The Board shall be appointed by the Governor of the State of South Carolina upon recommendation of the Oconee County Legislative Delegation.

## **SECTION 4. TERMS:**

The terms of the members shall be four (4) years until their successors are nominated and duly appointed. Vacancies shall be filled in the same manner as original appointments. Any member may be removed by the appointing authority for neglect of duty, misconduct or malfeasance in office or missing three (3) consecutive meetings after given a written statement of reasons and an opportunity to be heard.

## **SECTION 5. DUTIES:**

Subject to the provisions of applicable state laws, the Board shall:

- a. Administer the Agency for administrative, planning, coordinating, evaluative, and service delivery of disabilities and special needs services for Oconee County, funded in whole or in part by state and federal appropriates to the South Carolina Department of Disabilities and Special Needs or the funding from other sources under the control of said Agency. The Board shall have the authority to incur debt only insofar as that debt is payable from contract, grant, or other revenues and is not the debt of the State of South Carolina or its political subdivisions, including Oconee County, and any such debt or obligation shall not constitute a charge or obligate the general credit or taxing authority thereof. The Board may purchase, hold and mortgage real property and erect and maintain buildings. Any such debt to be paid in whole or in part from contract, grant or other revenues provided by the State shall be first approved by the South Carolina Department of Disabilities and Special Needs. PROVIDED FURTHER, that the Board shall have no authority to enter into contracts binding upon Oconee County and such authority shall remain vested with the Administrator and Oconee County Council and is not delegated to this Board without specific authority and appropriation of funds.
- b. In order to carry out the duties charged to the Board by the Ordinance and the South Carolina Law, the Board will establish a job description for an Executive Director; establish guidelines for the screening and employment of an Executive Director; interview applicants; employ a qualified person as Executive Director; evaluate the performance of the Director in accordance with guidelines established.

- c. Submit an annual plan and projected budget to the South Carolina Department of Disabilities and Special Needs for approval and consideration of funding.
- d. Promote and accept local financial support for the Oconee County program from funding sources, such as businesses, individuals, industrial and private foundations, voluntary agencies, governmental and other lawful sources and promote public support from municipal and county sources.
- e. Employ personnel and develop a budget for the direct delivery of services or enter into contracts with vendors for services necessary to carry out county mental retardation, related disabilities, head injuries, spinal cord injuries and autism service programs, which shall meet those specifications prescribed by the South Carolina Department of Disabilities and Special Needs.
- f. Plan, arrange, and implement working agreements and contracts with other human service agencies, both public and private, and with educational and judicial agencies.
- g. Provide the South Carolina Department of Disabilities and Special Needs and Oconee County Council such records, reports, and access to its sponsored services as the South Carolina Department of Disabilities and Special Needs and Oconee County Council may require, and submit its sponsored services and facilities to licensing requirements of the South Carolina Department of Disabilities and Special Needs or the licensing requirements of other state or local agencies having such legal authority.
- h. Represent the best interest of persons with mental retardation, related disabilities, head injuries or spinal cord injuries to the public, public officials and other public or private organizations.

## **SECTION 6 MEETING AND REQUIREMENTS:**

The Board shall open all regular meetings to the general public. No fewer than ten [10] meetings per year shall be held. Special meetings may be called with reasonable notice given to other members.

## **SECTION 7. OFFICERS:**

The officers of the Board shall be the Chairman and Vice-Chairman, and Secretary. Other officers may be added when and if the Board determines that they are needed for the efficient operation of the Board. All officers, other than the secretary, shall be from the membership of the Board. The officers shall serve for a term of two [2] years and may not succeed themselves more than one [1] time.

- a. **Chairman:** The chairman shall be the principal officer of the Board, shall preside at all regular and all special meetings of the Board, and shall execute or sign all authorized communications of the Board. The Vice Chairman shall perform the duties of the Chairman in his absence, and shall perform such duties as may be assigned to him by the Chairman or the Board. The Chairman shall be a member ex-officio of all committees.

- b. **Secretary:** The Secretary shall be the Administrative Assistant to the Executive Director and not a member of the Board. The Secretary shall keep the minutes of the meetings of the Board and in general perform all duties incident to the office of the Secretary, and such other duties as from time to time, may be assigned to him/her by the Chairman of the Board.
- c. **Election of Officers:** Annual election of officers will take place at the monthly meeting in September, which shall be the annual meeting. Voting will be by secret ballot, if there is more than one candidate. Terms of officers will run with the calendar year.

## **SECTION 8. COMMITTEES:**

The Board may appoint or provide for the appointment of standing committees from residents of Oconee County, or individuals who are affiliated with the Board, who are not members of the Board. All committee membership shall be with the approval of the Board. Committee chairmen shall be appointed by the Chairman of the Board or by the committee itself.

**Standing Committees:** Standing committees shall be appointed by the Chairman.

- a. **Personnel Committee:** The Personnel Committee shall keep abreast of grievance procedure, any employment matter involving potential litigation; shall make recommendations to the Board regarding personnel; arranges for an annual performance evaluation of the Executive Director by the entire Board; compiles the results and reviews the evaluation with the Board and the Executive Director; reviews the salary of the Executive Director and makes recommendations regarding any changes to the Board.
- b. **Long-Range Planning Committee:** The Long-Range Planning Committee sets and recommends to the Board long-range goals and objectives for the Agency.
- c. **Policy and Procedures Committee:** The Policy and Procedures Committee reviews policies and procedures at least annually and makes recommended changes to the Board.
- d. **Finance Committee:** The Finance Committee reviews the financial status of the Agency and regularly reports to the Board; receives the proposed initial budget from the Executive Director, and after review, submits the budget, with changes, to Board at the June meeting for approval; receives bids for purchase of material, equipment, or services and is authorized to approve expenditures up to \$10,000 between Board meetings.
- e. **Building and Repairs Committee:** The Building and Repairs Committee, with the advice of the Executive Director and other staff, oversees all facilities for major renovations and repairs; assists with identifying the location of new facilities, and assists with the selection of homes in the community for residential facilities. Meets with staff at least annually for the purpose of evaluating proposed improvements, repairs, insurance requirements and such other matters as may arise. The Committee reports to the Board at each monthly meeting.

- f. **Nominating Committee:** The Nominating Committee shall consist of at least three (3) members, who shall submit names of Board candidates to the Board who shall submit names to the Oconee County Legislative Delegation to fill expiring and/or replacement terms, and to present a slate of officers to the Board for election at the next annual meeting.
- g. **Ad Hoc Committee:** The Chairman of the Board may appoint Ad Hoc Committees as necessary.

**SECTION 9. INSURANCE:**

The Board will maintain, at all times, workers compensation insurance on its employees and policies of liability and casualty insurance in adequate amounts as set by the Board covering all property, employees and Board members. The premiums for this coverage shall be the responsibility of the Board. The Board shall furnish a copy of the current insurance policies and will keep current copies of the policies on file at all times.

**SECTION 10. SEVERABILITY:**

Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

**SECTION 11. EFFECTIVE DATE:**

This Ordinance shall become effective upon third and final reading and passage by the Oconee County Council.

**SECTION 12. RATIFICATION:**

All acts of the Oconee County Board of Disabilities and Special Needs are ratified and not affected by this amended Ordinance.

**Marion E. Lyles, Chair  
Oconee County Council**

Attest:

**Elizabeth G. Hulse, Clerk  
Oconee County Council**

1<sup>st</sup> Reading: 11-06-07  
2<sup>nd</sup> Reading: 01-08-08  
Public Hearing:  
3<sup>rd</sup> Reading:

**ROSS LAW FIRM, PA**  
**ATTORNEYS AT LAW**  
210 WS Broad Street  
Walhalla, SC 29691

Lowell W. Ross

PO Box 1129  
West Union, SC 29696

Telephone 864.538.0420  
Fax 864.538.0427  
lwross@sel.com

December 7, 2007

Re: Ordinance 2007-20

Mr. Marion Lyles, Chairman  
Georgetown Council  
415 Pine Street  
Walhalla, South Carolina 29691  
**HAND DELIVERED**

I represent the Oconee County Board of Disabilities and Special Needs (pro bono).

From reading the minutes of the meeting of the Council on November 6, 2007, I understand there was some concern with the proposed Ordinance 2007-20 "An Ordinance to Amend Ordinance 95-5" relating to the Oconee County Disabilities and Special Needs" relating to insurance.

Please see Section 9 "Insurance" which specifically provides that the Board will maintain workers compensation on all employees and policies of liability and property insurance, and further provides the Board will pay the premiums for this coverage.

If there are any further questions, or if I should attend the next Council meeting, please advise.

We very much appreciate your cooperation.

Sincerely,



Lowell W. Ross  
Attorney for the Oconee County Board of  
Disabilities and Special Needs

copy to:  
Mr. Jerry Mize  
Oconee County Board of  
Disabilities and Special Needs

ORDINANCE NO. 2008-01

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GCONEE COUNTY, SOUTH CAROLINA AND THE OWNER OF PROJECT GOLDEN WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

**Resolution No. 2008-02**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND THE OWNER OF THE INDUSTRIAL PROJECT KNOWN AS PROJECT GOLDEN, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH SAID OWNER WITH RESPECT TO SAID PROJECT IN THE COUNTY, WHEREBY THE PROJECT WOULD BE SUBJECT TO CERTAIN FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects, through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, a certain industrial enterprise (the "Company"), has requested that the County participate in the acquisition and construction and installation of improvements, fixtures, machinery, equipment, furnishings and other tangible personal property to constitute a manufacturing facility in the County, known as "Project Golden" (the "Project"), by executing an Inducement Agreement and a fee in lieu of tax agreement, thereby providing for fee in lieu of tax incentives with respect to the Project, all as more fully set forth in the Inducement Agreement attached hereto; and

**WHEREAS**, the Project will involve an aggregate investment (within the meaning of the Act) in the County by the Company of not less than \$5,000,000, within the Initial Investment Period (as defined in the Inducement Agreement) and is anticipated to result in the creation of approximately 50 new jobs; and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

**WHEREAS**, based on the basis of representations of the Company, the County has determined and found that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs;

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

**Section 1.** Pursuant to the authority of the Act, and for the purpose of authorizing an agreement providing for the payment of fees in lieu of tax with respect to the Project pursuant to Section 12-44-40 of the Act, there is hereby authorized to be executed a Fee in Lieu of Tax Agreement between the



## INDUCEMENT AGREEMENT

**THIS INDUCEMENT AGREEMENT** (this "Agreement") made and entered into as of \_\_\_\_\_, 2008 by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "Company").

### WITNESSETH:

#### ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to allow for the payment of certain fees in lieu of ad valorem taxes with respect to industrial properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition, installation and construction of improvements, fixtures, machinery, equipment, furnishings and/or other tangible personal property to constitute a manufacturing facility in the County (the "Project"). The Project would involve an aggregate investment of at least \$5,000,000, within the Initial Investment Period, as defined herein, within the meaning of the Act and is anticipated to result in the creation of approximately 50 new jobs.

(c) The Company and the County have agreed to negotiate an agreement for payments in lieu of ad valorem taxes as authorized by the Act.

(d) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location or expansion of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs.

**ARTICLE III  
UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. The County shall have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To enter into the Fee in Lieu of Tax Agreement, under the terms of which it will obligate itself to pay to the County the payments set forth in Section 2.3 hereof;

(b) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(c) With respect to the Project, to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might incur with regard to entering into this Agreement and the Fee in Lieu of Tax Agreement;

(d) To apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project; and

(e) To invest (within the meaning of the Act), in the aggregate, not less than \$5,000,000 in the Project by the end of the fifth year after the end of the property tax year in which the Fee in Lieu of Tax Agreement is executed (the "Initial Investment Period"), or forfeit and lose the benefits of the Fee in Lieu of Tax Agreement, prospectively. In addition, the Company will use commercially reasonable efforts to create (but shall not be required to achieve such figure for purposes of the benefits to be conferred by the County herein) at least 50 new jobs in connection with the Project.

**ARTICLE IV  
GENERAL PROVISIONS**

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax Agreement, each party shall, subject to the Company's right to terminate the Fee in Lieu of Tax Agreement, perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to the Fee in Lieu of Tax Agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31,

[SECOND SIGNATURE PAGE OF INDUCEMENT AGREEMENT]

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** January 8, 2008

**COUNCIL MEETING TIME:** 7:00PM

**ITEM TITLE OR DESCRIPTION:**

Inducement Agreement and Millage Rate Agreement for Project I-Tech

**BACKGROUND OR HISTORY:**

This agreement encourages Project I-Tech to invest approximately \$5.0M over the next five years in a manufacturing operation in Oconee County. This Agreement provides Infrastructure Tax Credits which are very similar to a Fee-In-Lieu-Of-Tax Agreement.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Although job creation is not required for this type of Agreement it is expected that the Project will create approximately 90 jobs within the next 5 years.

**STAFF RECOMMENDATION:**

Approve the Inducement Agreement and Resolution relating to Project I-Tech.

**FINANCIAL IMPACT:**

A Cost Benefit Analysis will be provided before the Second Reading for this Agreement.

**ATTACHMENTS:**

Inducement Agreement  
Resolution

Submitted or Prepared by:

Approved By:

James W. Alexander  
(Economic Development Commission)

Dale Surrett,  
Oconee County Administrator

Reviewed By, Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

## OCONEE COUNTY COUNCIL RESOLUTION 2008-01

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT I-TECH WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT TO PROJECT I-TECH

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired by the industry properties and to enter into agreements with any industry inducing the industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements or tax credit agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project I-Tech (the "Company"), has requested the County to participate in executing an Inducement Agreement, (Project I-Tech Project) pursuant to the Act for the purpose of inducing the Company to acquire by purchase and/or construction certain land, buildings, machinery, apparatus, and equipment, for the purpose of a manufacturing facility that will manufacture plastic molded products (the "Project"), all as more fully set forth in the Inducement Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of acquiring or enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto; and

WHEREAS, the County and Pickens County, South Carolina ("Pickens County") have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subservise the purposes of the Act,

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit to provide infrastructure funds to facilitate the Project. The final determination of the amount of the Infrastructure Credit is to be determined pursuant to Section 1.1 (c) of the Inducement Agreement. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains from the fee in lieu of tax due from the Project as the Project will be located in a joint county industrial park existing between the County and Pickens County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 2. The provisions, terms and conditions of the infrastructure tax credit agreement to be entered into by and between the County and the Company (the "Infrastructure Credit Agreement"), and the form, details, and maturity provisions, if any, of the Infrastructure Credit Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same, and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Infrastructure Credit Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this \_\_\_\_\_ day of January 2008.

OCDNEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Marion E. Lyles, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_

Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Project I-Tech (the "Company").

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 4, Chapter 1 Code of Laws of South Carolina, 1976, as amended (the "Act") to induce the Company to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial and economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for manufacturing plastic molded products (the "Project") in the County. The Project will involve an investment of at least Five Million Dollars (\$5,000,000).
- (c) The Company will enter into an infrastructure credit agreement by and between the Company and the County (the "Infrastructure Credit Agreement").
- (d) The County has given due consideration to the economic development impact of the Project, and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be



greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(c) The County will provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Act (the "Infrastructure Credit") in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and Pickens County, South Carolina Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement") from the first ten (10) years of fee in lieu of tax payments on the Project pursuant to the Park Agreement. The adoption of ordinances and procedures for the provision of the Infrastructure Credit to the Company shall conform to the provisions of the Act and the Home Rule Act.

## ARTICLE II

### UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

The Infrastructure Credit Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State or any incorporated municipality.

Section 2.2. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Infrastructure Credit Agreement.

Section 2.3. Oconee County Council agrees that this constitutes an agreement providing the Company with the Infrastructure Credit.

Section 2.4. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The amount of the Infrastructure Credit will be limited such that the total amount of credit over the life of the Infrastructure Credit will be Thirty (30%)

percent of the fee-in-lieu of tax payments retained by the County taxing entities during the first ten years of fee in lieu of tax payments pursuant to the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Infrastructure Credit Agreement. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Infrastructure Credit Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Infrastructure Credit Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

### ARTICLE III

#### UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Infrastructure Credit Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To acquire, or cause to be acquired, title to the assets constituting the Project;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;

(c) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(d) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage

to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Infrastructure Credit Agreement;

- (c) To invest not less than Five Million Dollars (\$5,000,000) in the Project.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2008 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Infrastructure Credit Agreement or this Agreement;

- (b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Infrastructure Credit Agreement, and will pay fees for legal services related to the Project and the execution of the Infrastructure Credit Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third

party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Infrastructure Credit Agreement, or any other agreement related herein or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its assignees pursuant to any such agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Marion E. Lyles, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

Dated: January \_\_, 2008

PROJECT I-TECH

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** January 8, 2008  
**COUNCIL MEETING TIME:** 3:00 PM

**ITEM TITLE OR DESCRIPTION:**

Request for approval of Arts & Historical grant request of \$2,000.00 to South Carolina Institute of Archaeology and Anthropology to help fund an initial survey of the historic Oconee Town site. Request approved in Arts & Historical Committee on 12-06-07 by a unanimous vote.

**BACKGROUND OR HISTORY:**

This is the site of the ancient Cherokee village near Oconee Station that Oconee was named for in 1808. As a little background information on previous archaeological digs that took place in Oconee County, all of the artifacts were taken out of the county or destroyed.

Keowee Town - artifacts taken to Columbia  
Tamassee Town - artifacts taken to Columbia  
Chattooga Town - artifacts taken to University of Tennessee  
Chauga Town - artifacts taken to University of Georgia  
Tugaloo Town - artifacts taken to University of Georgia  
Seneca Town - artifacts bulldozed  
Cherokee Town - under the waters of Lake Cherokee

Oconee Town is the only known undisturbed site of a significant Cherokee settlement remaining in Oconee County. It is also important to note that Oconee County was named for this site. All of the artifacts recovered at Oconee Town will be donated to Oconee Heritage Center.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The South Carolina Institute of Archaeology and Anthropology can only carry out its archaeological work through the help of grant money. Any artifacts recovered at the Oconee Town site would be donated to the Oconee Heritage Center.

**STAFF RECOMMENDATION:**

Approval of Arts & Historical Committee grant request of \$2,000.00 to help fund an initial survey of the historic Oconee Town site.

**FINANCIAL IMPACT:**

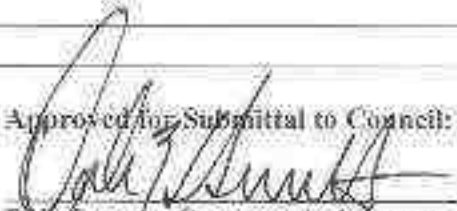
\$2,000.00 to be paid out of budgeted line item 010-202-30022-00213.

**ATTACHMENTS:**

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surratt, County Administrator

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

**COMMISSION: TERM: DATE APPOINTED: DISTRICT: Remarks**

**AERONAUTICS COMMISSION:**

Heinz Rost, V. Chm. 4 yrs 285 Winstead Road West Union, SC 29696 638 6297 <a href="mailto:harost@msn.com">harost@msn.com</a>	January 1, 2000 (12/21/99)	1	<b>Term Expired</b> Attends infrequently Moved out of District
Alvin Rochester 4 yrs 150 Country Junction Rd. West Union, SC 29696 638 3252 (H)	January 1, 1998 (12/29/98)	2	<b>Resigned seat on 4/07</b> Seat is unfilled
Thomas Luke 4 yrs 106 Terry Drive Seneca, SC 29678 882 2619 (H) 36() 4772 ☺	January 1, 2004 (6/7/05)	3	<b>Only Current member</b> Attends regularly Hangar tenant
Wayne Rholetter, Chm. 4 yrs 268, Bennett Road Westminster, SC 29693 647 5259 (H)	January 1, 2001 (2/15/02)	4	<b>Term Expired</b> Regularly attends Hangar tenant
Fred Golden 4 yrs 2010 Kaye Street Seneca, SC 29678 882 4132 (H)	January 1, 1998 (12/21/99)	5	<b>Term Expired</b> Regularly attends
Robert H. Edwards 1510 Pickens Highway Walhalla, SC 29691 638-3631(Work)	Appointed by Delegation	At Large	<b>Term Expired?</b> Attends Frequently

All Members Receive Compensation ( \$100 per year)

Ordinance 79-18—To my knowledge, Ordinance 1979-18 is the most current Ordinance for the Aeronautics commission.

## ZONING BOARD OF APPEALS:

Myrtle Coward  
10 Park Avenue  
Salem, SC 29676  
944 0463

District I  
(9/7/04)

Dean Putnam  
103 West View Drive  
Walhalla, SC 29691  
718 9900 (H)  
647 3622 (B)

District II  
9/7/04

Gene Gaillard  
275 Semper Par. Dr.  
Seneca, SC 29678

District III  
(9/7/04)

882 3518 (H)(DECEASED, WILL NEED TO BE REPLACED 1/22/07)

Clark Wilmont  
1588 Luccoa Highway  
Wagmister, SC 29693  
647 5143

District IV  
(9/7/04)

Eric Molin  
158 Berkshire Drive  
Seneca, SC 29672  
864 654 6142

District V  
(9/7/04)

Duane Wilson  
317 Holloway Street  
Walhalla, SC 29691  
718 7400

At Large  
(9/7/04)

Scott Foster  
1563 Fort Hill Drive  
Seneca, SC 29678  
647 9521 (B)

At Large  
(9/7/04)



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 8, 2008  
COUNCIL MEETING TIME: 7:00 pm

**ITEM TITLE OR DESCRIPTION:**

The Oconee County Sheriff's Department respectfully requests permission to apply for the Palmetto Pride Enforcement Grant.

**BACKGROUND OR HISTORY:**

The Palmetto Pride Enforcement Grant is a competitive grant that provides litter control and law enforcement agencies with equipment for use in litter control and illegal dumping cases.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This grant will be used to acquire a digital camera and a "groundhog" camera to document litter and illegal dumping cases. The "groundhog" camera system offers the latest in unattended remote video surveillance systems.

- Oconee County Sheriff's Department  
Palmetto Pride Enforcement Grant Program = \$4,400.00  
Local Match = \$0.00

**STAFF RECOMMENDATION:**

Apply for Palmetto Pride Enforcement Grant.


**FINANCIAL IMPACT:**

Palmetto Pride Enforcement Grant Program funds = \$4,400.00  
Local Match = \$0.00  
**NO LOCAL MATCH**

**ATTACHMENTS:**

Submitted or Prepared By:  
Veronda Holcombe-Lewis

Approved for Submission to Council:

  
Dale Surrell, County Administrator


Reviewed By/ Initials:

\_\_\_\_\_  
County Attorney

 Finance

\_\_\_\_\_  
Other

C: Clerk to Council

Per John McGuffin of Sheriff's Litter  
Office there will be no ongoing costs for these  
items. 



*Keep Oconee Beautiful Association*

*Besh*  
*[Signature]*

P.O. Box 1491  
Seneca, SC 29679-1491  
864-638-5889

received  
12-31-07

December 31, 2007

To: Administrator Dale Surrett,

Keep Oconee Beautiful Association (KOBA) is partnering with the Oconee County Sheriff's Department to apply for an Enforcement Grant through South Carolina's Palmetto pride.

The grant funds (\$4, 400) if approved will be used to purchase a digital camera and mini groundhog surveillance camera to be used by the County Environmental Enforce Officer (John McGuffin). The cameras would be used to provide more concrete evidence in litter violations. The primary application is anticipated to be monitoring illegal dump sites in rural areas of the County.

This grant is fully funded and there are no matching funds required from KOBA, the Sheriff's Office or Oconee County.

KOBA has been a leader in anti-litter efforts that have improved the beauty of Oconee County. The Adopt-A-Highway and annual cleanup programs administered by KOBA are examples of involving the citizens of the County, including businesses, government and other civic organizations.

County Council approval of this request is required and is supported by KOBA. This request is scheduled for discussion on the January 8<sup>th</sup> Council Meeting agenda.

Please feel free to address any questions or comments to the writer.

Thank you in advance for you consideration.

*[Signature]*

Phil Soper  
306 Bay Hill Drive  
West Union, SC 29696  
885-0306  
soper@charter.net

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Jan. 8, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Property Line Encroachment request

**BACKGROUND OR HISTORY:**

Mr. Brian Hackley of 305 Beech View Court in the South Cove Landing Subdivision has a request for a replacement dock permit with Duke Energy Lake Services. Due to the contour lines of the lake, Duke considers this dock to be encroaching on the leased area of South Cove Park. Mr. Hackley must have a signed encroachment letter to move forward with replacing his dock.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

There is a dock currently in place. It is unsure if there was an encroachment letter signed when this initial dock was permitted. You can see from the aerial photo that this dock is in the very corner of the cove and currently does not prevent PRT from any activities at the park.

**STAFF RECOMMENDATION:**

Approval of the encroachment request to allow Mr. Hackley to replace his existing dock with a new one. - *Administrator does not approve at this time. See Attached.*

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

*See Attached.*  
Dale Surrett  
Dale Surrett, County Administrator

Reviewed By/Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

**TO** Council  
*Fr* Dale   
**RE** Agenda Item South Cove Park dock

Duke requires that the County give a waiver to the landowner in order for them to replace an existing dock. They do not have a waiver on record for the current dock.

Although this dock does not currently impede park operations, by granting this waiver the County cannot withdraw the waiver. Future use of the park would be limited by the placement of this dock.

I suggest delaying approval of the waiver and formally requesting that Duke allow the County to withdraw the waiver in the future and requiring the landowner to acknowledge the waiver may be withdrawn.

**DUKE ENERGY LAKE SERVICES** Rev. 2

Lake Keowee and Lake Jocassee  
Phone: Benji Cannon: (864) 885-4458  
Jack Hudish: (864) 885-3425  
FAX: (864) 885-4161  
Mail: Oconee Nuclear Plant/ OND2LM  
7800 Rochester Hwy.  
Seneca, SC 29672

FAX TRANSMITTAL COVER SHEET

Date: 11/15/07 Fax #: 864-886-9504

Sent to: Brian Mackley

Location/ Phone: 864-973-4889

Sent From: Ellisa Pottmeyer 864-885-4305

Number of pages (excluding cover sheet): 1

COMMENTS

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Projected Property line Encroachment letter

Rev 4

I \_\_\_\_\_, owner of lot# \_\_\_\_\_ in subdivision \_\_\_\_\_  
Pool name

\_\_\_\_\_ give approval to BRIAN HACKLEY WENSON  
First name Carter

owner of the adjacent lot # 9 in subdivision SOUTH COAST LAGOONS

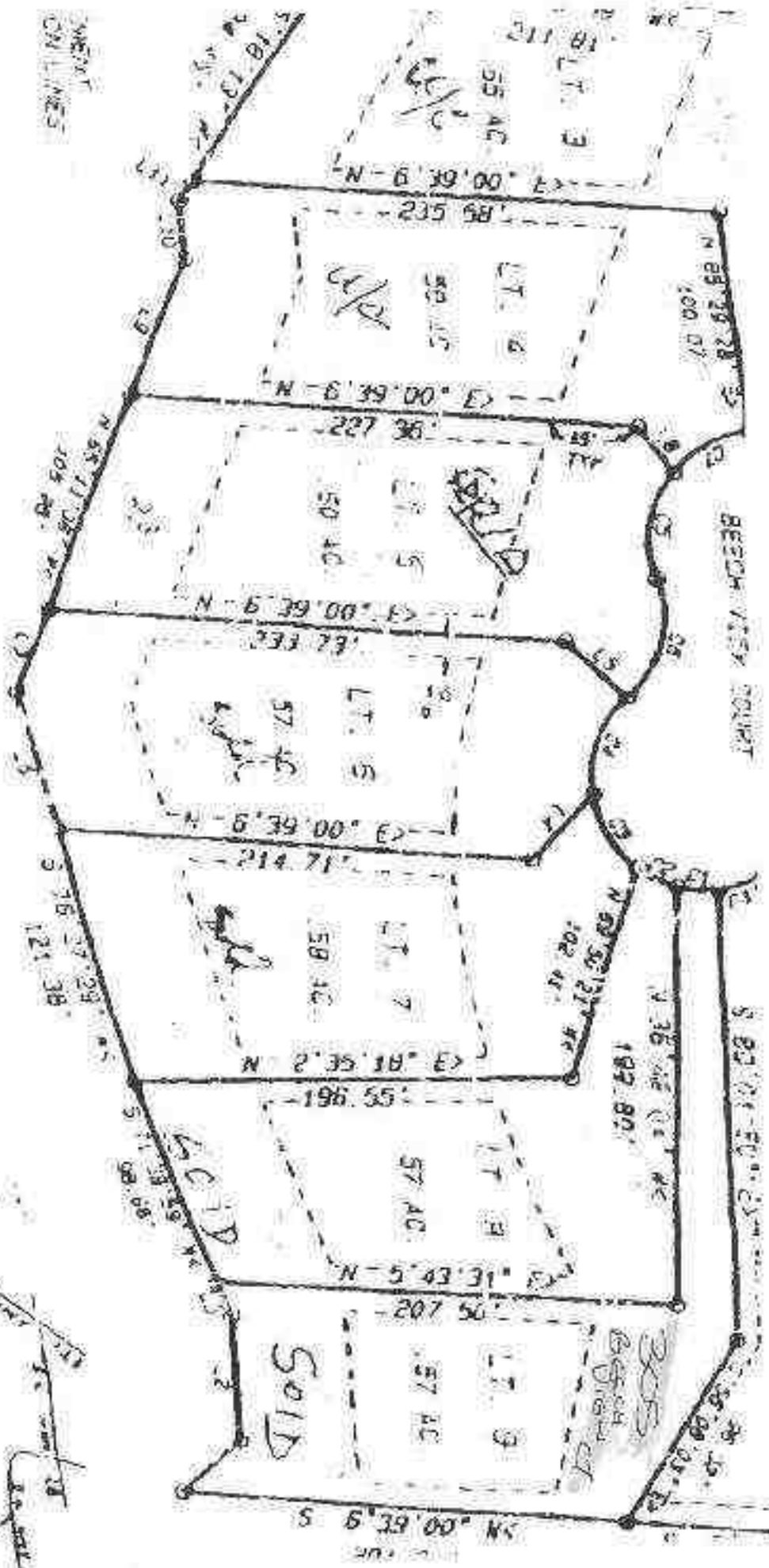
to encroach over the projected property line between our lots for uses that are \_\_\_\_\_  
checked below:

- Dock
- Dock cable anchor
- Dredge
- Water craft

This approval is valid for the accompanied application only. Any future applications for this lot shall require another signed letter.

Signature \_\_\_\_\_

Date \_\_\_\_\_

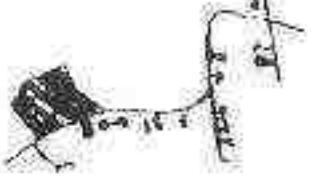


LAKE KENOWE  
 Flood easement to the  
 210' WSL CONTROL

LAKE KENOWE  
 Flood easement to the  
 810' WSL CONTROL

100

**SOUTH COVE**  
 LAKE KENOWE





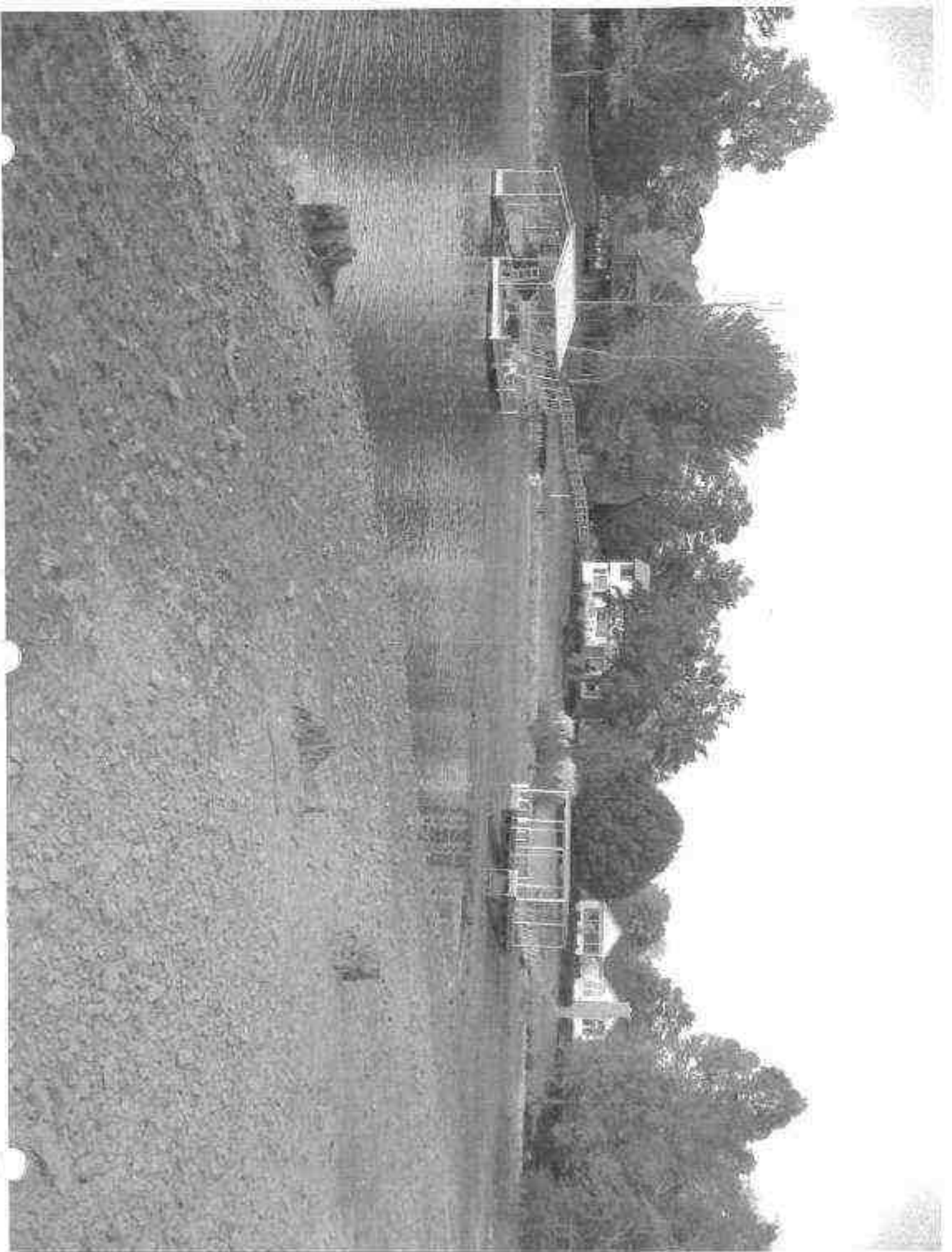
© 2007 Europa Technologies,  
Image © 2007 Orbis Inc.

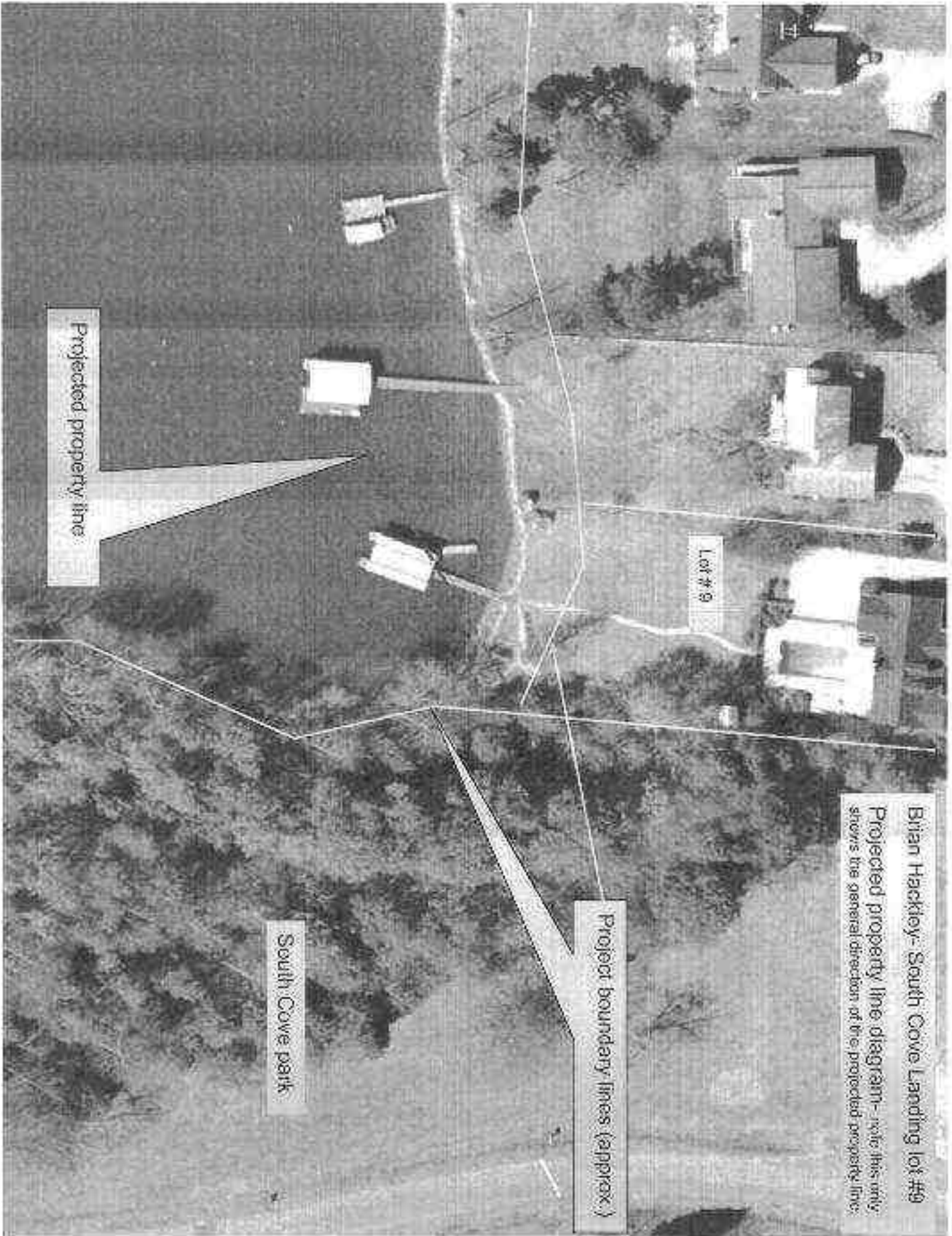
Google

Point: 34°42'35.86" N 122°56'02.58" W elev: 860 ft Stream: 1111711-9003

Month: 2007







Brian Hackley- South Cove Landing lot #9  
Projected property line diagram- note this only shows the general direction of the projected property line

Lot # 9

Project boundary lines (approx.)

South Cove park

Projected property line

Regarding Agenda Item 13-3:

Who am I?

My name is Brian Hackley. My wife Wendy and I live and work in Seneca.

Why am I here?

We are asking council to reconsider the recommendation County Administrator has made in Agenda item 13-3 to Council. Mr. Surratt recommends against encroachment approval for a dock re-placing at our home on Lake Keowee next to South Cove Park.

What is the Situation?

Our house is located in an a Crescent development called South Cove Landing, built in the early 1990's. We are the house right next to the park as the first aerial image shows:

Our house came with a dock, which was placed around 1991. Back then the Duke guidelines for dock placement must have been different than today. Our realtor agent Billy Ware, the Zickels who owned the house before us, and Title search in 2006 did not disclose any encroachment by the dock.

Years of lower than expected <sup>water</sup> ~~water~~ levels, especially during the past Duke draw-downs resulted in damage and collapse of that dock. Several local dock companies recommended we sell or give the dock away before it became a hazard.

We applied with Duke for our dock re-placing last July. In October Duke pointed out their regulation that the lines that govern placement of the dock are NOT the property lot lines depicted in Blue. Instead, the lines are the "projected shoreline" from the 804 foot "project boundary". At Duke's suggestion, we had a surveyor mark the 804 project boundary. An estimation of what the "projected 804 lines" are shown in red. Thus, Duke requires the County and our Neighbors approve any encroachment by our proposed dock replacement, or even of replacing the dock in its current location.

Our neighbors, the Burkarts, have told us they plan to support our request. Sean McGuffee at South Cove Park reviewed the situation in November and told us he did not see a problem. Mr. Surratt indicated on the phone that the County Parks Administration recommended approval of the Encroachment request.

Proposed dock:

We are proposing a smaller dock and longer ramp, which are slightly repositioned to meet the Burkarts suggestions, and placed in deeper water. This provides a safe dock during typical lake levels, and minimal grounding during Duke draw-downs. We hope this aerial diagram, taken at "full pond" level, gives a better idea of what we are hope to do. We hope to remain a good neighbor with South Cove County Park.

We request the County Council override County Administration, and recommend approval of the Duke Energy Encroachment form to allow us to proceed. Attached are more detailed diagrams of the proposal for your consideration.

Brian Hackley, 305 Beech View Court, Seneca SC 29672 864-973-4889  
hackley1@gmail.com

Map

Satellite

Terrain

Navigation controls including directional arrows (up, down, left, right), a zoom-in (+) and zoom-out (-) button, a compass, and a vertical scale bar with numerical markings.



200 呎



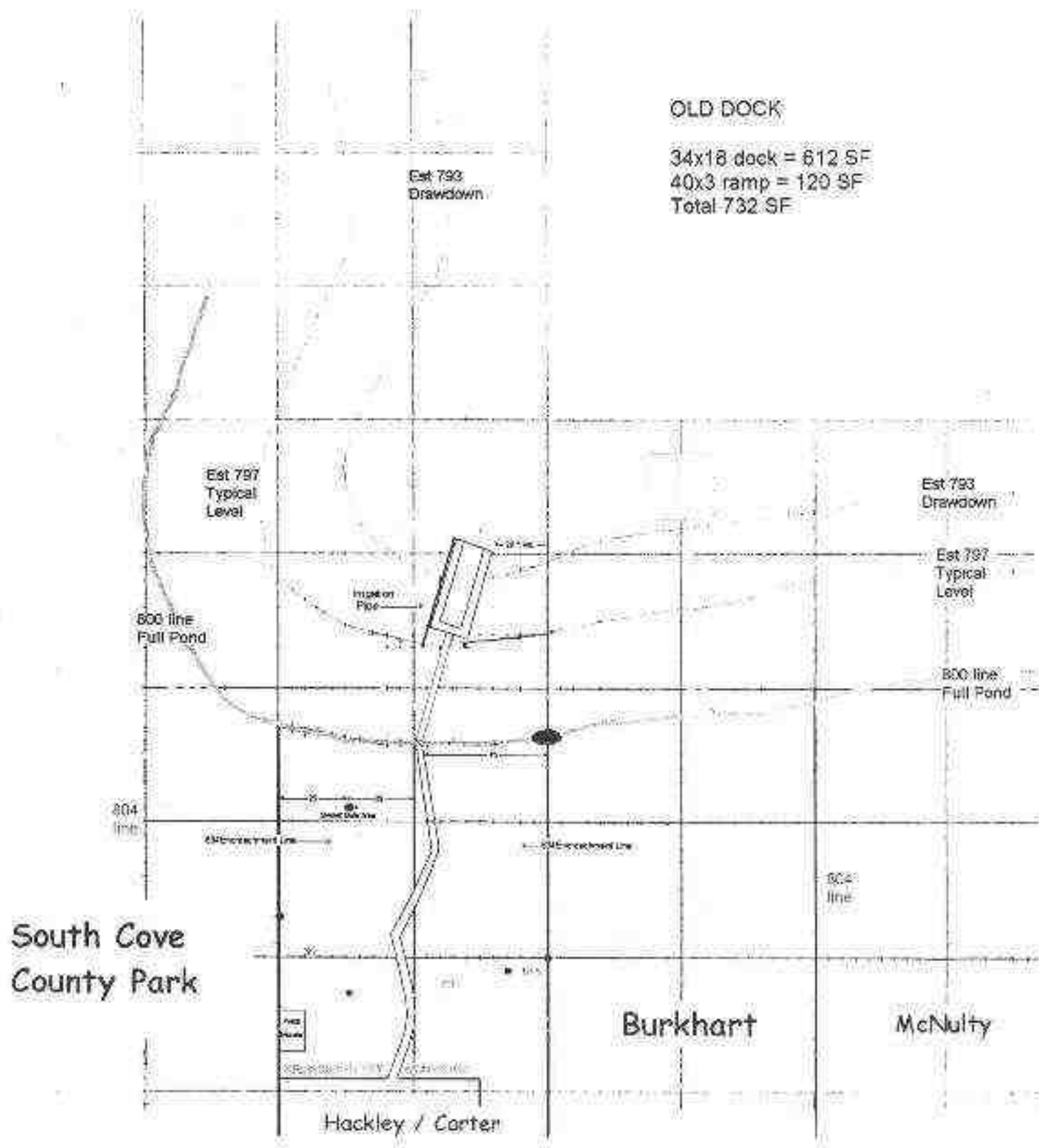


© 2008 Google, Inc.  
See [maps.google.com](http://maps.google.com)  
for more info on rights  
and usage.

100 ft

OLD DOCK

34x18 dock = 612 SF  
40x3 ramp = 120 SF  
Total 732 SF



South Cove  
County Park

Hackley / Carter

Burkhardt

McNulty

Brian Hackley  
305 Beech View Ct  
Seneca SC 29672

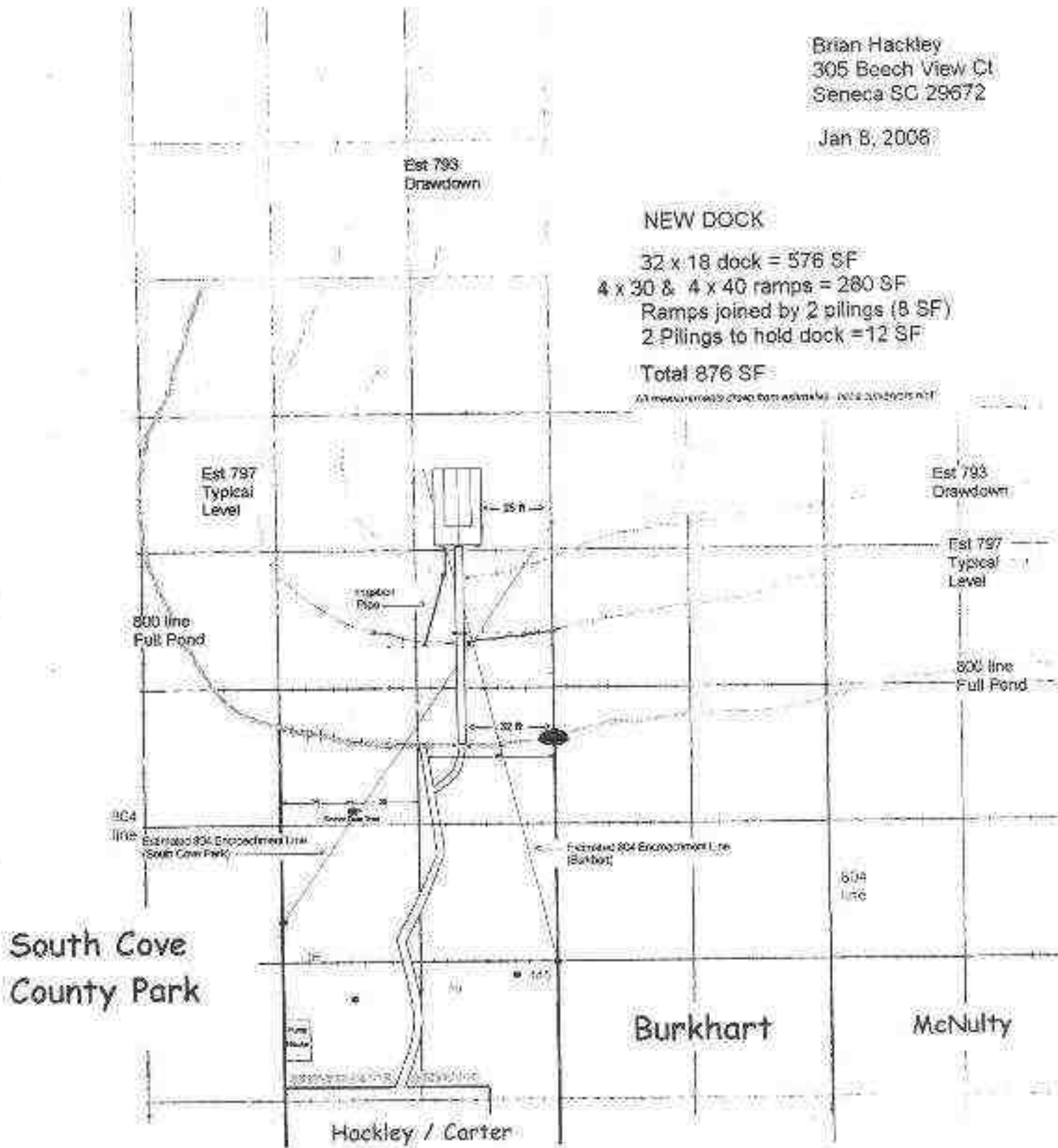
Jan 8, 2008

### NEW DOCK

32 x 18 dock = 576 SF  
4 x 30 & 4 x 40 ramps = 280 SF  
Ramps joined by 2 pilings (8 SF)  
2 Pilings to hold dock = 12 SF

Total 876 SF

All measurements taken from adjacent 100' x 200' grid



**From:** JanetDanforth@facilitator4hire [mailto:jdanfordh@mindspring.com]  
**Sent:** Tuesday, January 01, 2008 11:23 PM  
**To:** Dale Surrect  
**Cc:** 'Oconee Heritage Center'  
**Subject:** Nick Gambrell fan mail

Dear Dale,

Last year, during a meeting with Westminster Mayor Derek Hodgins, Derek mentioned that the City was faced with having to absorb a major unexpected expenditure. The SCDOT had just informed the City Manager that the cost of moving utilities involved in improving the intersection of highways 76 and 123 would fall largely on the City unless we could prove that the utilities at the intersection predated a certain date in the 20s or 30s.

SCDOT cost estimates to move the utilities were in the range of several hundred thousand dollars. Panic in City Hall reigned supreme! My husband, Bob Moir, Westminster's Chamber President immediately placed a phone call to Nick Gambrell, the one person in Oconee County who would know where to begin to look for evidence of any pre-existing utilities at the intersection.

Nick worked a miracle! Within an hour he emailed us documents and even a dated photographic postcard proving that the utilities indeed pre-dated the magic year.

This is a dollars and cents tangible example of Nick's value to the County. But how do we begin to put a value on Nick's involvement and dedication on a daily basis and on numerous fronts? Examples:

- 1) The City's Strategic Plan identified Historic Preservation as a key goal area. Nick took responsibility for organizing the Historic Preservation Action Planning Team and walked the team through the formation of the Westminster Area Historic Preservation Society (WAHPS), a 501c3. Then he launched it fully functional, with 45 paid charter members and passed leadership off to the new Board of Directors. Today, the organization is conducting oral histories, working on getting Main Street designated as a National Historic District, and has worked in conjunction with the Chamber as we have raised more than \$70,000 in matching funds for grants to restore the Depot. This organization Nick helped birth, just two years ago will in the near future, play a central role in the restoration of Westminster's crown jewel, The College Street School with its 1400 seat auditorium. It was Nick and Derek who taught us we could dream big, and tackle such projects.
- 2) When the contents of Westminster's Historic 1900 England Store were in eminent danger of being sold out-of-State to a movie producer for props, Nick suggested a cooperative solution with OHC and WAHPS and led a volunteer team of 50 Oconee County citizens and saved this important County treasure.
- 3) Nick taught a volunteer team of 10 from the City, OHC, and WAHPS how to research the historic architectural data which will supply our contracted architects and builders with the necessary information to restore the fire-damaged Westminster Depot to National Historic Register specifications.

I'm sure there are other County employees who give above and beyond what's expected of them. But, I'm willing to bet that few demonstrate Nick's level of passion for their work. You can track Nick's impact not only in dollars and cents, but in the gratitude Westminster citizens feel for Nick's support and leadership. I'm certain you would hear similar stories about Nick's commitment from many other communities in the County, as well. Nick is the best ambassador your County government has!

Happy New Year,

Janet E. Danforth, CPF  
IAF Assessor, Founding Partner, Facilitator4hire, Inc.  
646 Seed Farm Rd.  
Westminster, SC 29693  
[jdanfordh@facilitator4hire.com](mailto:jdanfordh@facilitator4hire.com)  
ph 864-324-2991  
[www.facilitator4hire.com](http://www.facilitator4hire.com)  
Fax: (864) 647-1843



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2008-03

**WHEREAS, Bonnie Moses** served as the Chair of the Oconee County Registration and Elections Commission from March 15, 1978 through March 15, 1999; and

**WHEREAS, Ms. Moses** worked as a bailiff at the Oconee County Courthouse for the Oconee County Sheriff's Department from March 5, 1993 until her retirement on December 21, 2007; and

**WHEREAS, Ms. Moses** was the first woman to serve on the Minority Board for Tri-County Technical College and has served on the Advisory Board for the Oconee County School Board; and

**WHEREAS, Ms. Moses** has served as Vice-Chair of the South Carolina SHARE Board; and

**WHEREAS, Ms. Moses** has been active in a variety of activities with the Ebenezer Baptist Church; and

**WHEREAS, Ms. Moses** has performed her duties for Oconee County in a caring, professional, and courteous manner; and

**WHEREAS,** the members of the Oconee County Council, for themselves individually, and as a body, and on behalf of the citizens of Oconee County desire to express to **Ms. Moses** their heartfelt thanks and appreciation for the many hours of service and effort she has given to Oconee County and the citizens of Oconee County.

**NOW, THEREFORE, BE IT RESOLVED,** in Council duly assembled this date, that the Official Records and Minutes of the Oconee County Council contain the following:

**"THE OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS OF SERVICE AND THE SACRIFICES MADE BY MS. BONNIE MOSES AS CHAIR OF THE OCONEE COUNTY REGISTRATION AND ELECTIONS COMMISSION AND AS A BAILIFF AT THE OCONEE COUNTY COURTHOUSE AND DUE TO SUCH UNSELFISH DEVOTION TO HER DUTIES FOR TWENTY-NINE YEARS, MS. MOSES WILL BE REMEMBERED FOR HER ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS."**

**RESOLVED & ADOPTED** on first and final reading this 8th day of January, 2008.

\_\_\_\_\_  
Marion E. Lyles, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
Oconee County, South Carolina

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** 01/08/08  
**COUNCIL MEETING TIME:** 7:00 pm

**ITEM TITLE OR DESCRIPTION:**

Third Party Administration Agreement of Oconee County Medical Plan, Plan year Beginning May 1, 2007 ending 04-30-08.

**BACKGROUND OR HISTORY:**

Oconee County entered into this agreement during the annual renewal period of prior to May 1<sup>st</sup> when Mr. Hendricks was Interim Administrator. The delay of signing was due to the timing at the end of Mr. Hendricks's tenure as County Administrator, and the beginning of Mr. Surratt as Administrator.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

N/A

**STAFF RECOMMENDATION:**

Agreement to be signed

**FINANCIAL IMPACT:**

No additional financial impact to County

**ATTACHMENTS:**

Contract Agreement

**Submitted or Prepared by:**

*Kay C. Wilton*

(Department Head/Elected Official)

**Approved By:**

Dale Surratt,  
Oconee County Administrator

**Reviewed By: Initials:**

\_\_\_\_\_ County Attorney

C: Clerk to Council

*Both,  
Please fwd to  
BRAD for review.  
Dale*

## **BENEFIT ADMINISTRATORS, INC.**

### **Administrative Services**

Benefit Administrators fulfills a critical role in the administration of employee health plans. Our expertise is utilized on a daily basis to navigate difficult waters and deal effectively with ever-present hazards. Some examples include management of catastrophic large claims, evaluation of charges for uncoding or unbundling, looking for opportunities to coordinate coverage with other insurance carriers, and being vigilant for situations involving fraud or abuse.

### **Claims Administration**

- Coordinate repricing of network claims with PPO.
- Negotiate discounts with out-of-network physicians and hospitals.
- Toll-free Customer Service unit verifies eligibility and describes available benefits based on individual situations. Provides assistance to Human Resources, claimants, physicians and hospitals.
- Receive and process medical & dental claims according to provisions of the Plan Document.
- Issue claim drafts on Plan checking account.
- Issue Explanation-of-Benefit (EOB) forms to providers and participants detailing how charges were processed under the Plan.
- Identify Subrogation opportunities (third party liability) and pursue reimbursement.
- Implement large case management when appropriate to ensure the patient receives appropriate care in the most cost-effective manner.
- File necessary reports with the stop-loss insurance carrier for large claims and coordinate transmission of refunds to the client.

### **Billing and Enrollment**

- Accept and review enrollment forms from Human Resources. All attempts are made to ensure enrollment is "clean" at the beginning of eligibility. (Primarily these involve issues of dependent eligibility for common law marriages, children not living in the household, etc. and we make every attempt to see that these are properly documented up front, not after a claim is submitted.)
- Document "creditable coverage" when appropriate.

- Identify patients with Medicare, and document instances when the Plan might be deemed secondary coverage to Medicare.
- Issue ID Cards.
- Issue all appropriate COBRA notices for terminated employees and their dependents and collect monthly premiums from participants who choose to maintain coverage.
- Provide current eligibility rosters to Prescription Drug Plan.
- Provide consolidated monthly billing to Human Resources for those who participate in the health/dental/vision plan as well as all life insurance products.
- Collect monthly premium and remit payment to appropriate carriers and vendors.

### Other Services

- In addition to the regular monthly reports we provide, Benefit Administrators meets with the client periodically throughout the year with up-to-date reviews and analysis of how the Plan is doing. We can also provide special reports that might be needed for board meetings, future planning, etc.
- Web based customer service. Password protected history is available to plan participants and Human Resources for review of individual claims, links to PPO resources, copy of the summary plan description, etc. (Security of Protected Health Information is of paramount importance and appropriate protection is utilized.) Participant may also order replacement ID cards from the website, as well as print a temporary ID card.
- Marketing. Benefit Administrators periodically evaluates the ancillary services utilized by the plan, such as the PPO network and Prescription Drug Plan to be sure that they continue to provide optimum services and pricing for the Plan. We also assist the agent at renewal time each year in shopping the stop loss insurance market to ensure the Plan has the best protection with a quality carrier at a very competitive rate.
- Coordinate setup and enrollment with CMS (Medicare) for the retiree prescription drug subsidy program. As the designated "Account Manager" under CMS protocol, we apply for the subsidy each year on the client's behalf, update initial eligibility and provide updates as they occur. We work with contract actuaries to ensure the Plan meets

all requirements for continued participation in the program. We coordinate filing of the year-end reports by the Prescription Drug Card vendor and the final request of eligible refunds.

-Prepare the Medical/Dental/Vision Plan Document for review and approval by the client (client is the official "Plan Administrator"). Keep client/Plan Administrator apprised of any legislative changes that may warrant update or amendment to the Document.

-Data analysis and consulting services.

-Regulatory and compliance resource. The regulations surrounding health plan administration (HIPAA, COBRA, ERISA, etc.) can be complex, and they can change. We help the Plan stay on top of new regulations that must be implemented as well as be sure the Plan remains in compliance with existing Federal and State mandates.

### THIRD PARTY ADMINISTRATION AGREEMENT

This Third Party Administration Agreement ("Agreement") is effective as of the 1st day of May, 2007 ("Effective Date") between Dorchester County whose address is 419 South Pine Street, Waltham, SC 29891 ("Employer"); on behalf of the Dorchester County Health and Welfare Plan ("Plan"), and Benefit Administrators, Inc., whose address is 176 McSwain Drive, W. Columbia, SC 29158 ("TPA").

WHEREAS, the Plan is sponsored and maintained by the Employer ("Plan Sponsor") to provide health and welfare coverage for some or all of its employees and any dependents ("Participants"); and

WHEREAS, TPA is a third party administrator and desires to provide technical and ministerial services and advice in connection with the operation of the Plan including the payment of claims under the Plan; and

WHEREAS, the Employer has agreed to either serve or designate one or more of its employees to serve as the administrator of the Plan who will be ultimately responsible for the Plan ("Plan Administrator");

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties mutually agree as follows:

#### I. PLAN ADMINISTRATOR AUTHORITY

1. The Employer hereby acknowledges and agrees that the Employer or one or more of its employees is the Plan Administrator and the named fiduciary of the Plan, and that TPA is acting solely as a claims processor with respect to the Plan. The Plan Administrator, as the fiduciary of the Plan, retains the final authority and responsibility for the operation of the Plan. The control, management, investment, disposition and utilization of Plan assets is vested with the Plan Administrator. The Plan Administrator gives TPA the authority to act on the Plan's behalf as a claims processor in connection with the Plan, but only as expressly stated in this Agreement or as mutually agreed to in writing by the Employer and TPA.

#### II. TPA OBLIGATIONS

1. It is the intent of the parties hereto that TPA shall not be required to provide any discretionary or other services except those expressed specifically herein below, which could result in TPA's being deemed a fiduciary of the Plan, or which constitute the practice of law, accounting or any other profession (other than that of third party administration of claims).
2. TPA shall perform the following functions with regard to health claims submitted to TPA by Participants:
  - a. Receive the claims and review, process and issue payment (subject to funding by the Plan) for all valid claims according to the plan document ("Plan Document"), including, but not limited to, performing reasonable investigatory work in determining claim eligibility, initial subrogation intervention, and preparing benefit checks or drafts. The Plan Administrator shall finally resolve any dispute as to claim denial.
  - b. TPA has the sole right and discretion to decide whether to retain a recovery/subrogation company or attorney to perform the task of recovering Plan funds or excess loss insurance funds in the event of a third party liability situation and the right and discretion to effectuate such retention. TPA has the right to decide whether any such third party liability cases shall be settled and at what amount. The Employer and the Plan acknowledge that the fees charged by said recovery/subrogation company or attorney shall be paid by the Plan and may include payment to TPA for its services in the subrogation process.

- b. Establish and maintain a record on each reported claim processed during the term of this Agreement;
  - c. Prepare monthly and annual claim reports generally reflecting the status of the payment of claims;
  - e. Refer to the Plan Administrator for determination, any issues which are not of a ministerial nature including without limitation, the following: (i) any claim or class of claims the Plan Administrator may specify; (ii) any disputed claim; (iii) any claim involving any question of eligibility or entitlement of the Participants for coverage under the Plan; or (iv) any question with respect to the amount of payment due;
  - a. Consult with the Participants, providers and other individuals or firms to verify claims as submitted;
  - g. Negotiate fees with out of network providers, either by retaining a person or entity to negotiate the fees (and the amount of the fee) and if such fees will be paid by the Plan. Such negotiator may result in payment to TPA for its services; and
  - d. Provide information to the Plan Administrator for use in preparing Form 5500 reports, which obligation shall survive termination of the Agreement.
3. Unless elected, this Agreement will not apply to claims incurred prior to the Effective Date ("Run-In Claims") unless such claims were incurred at a time when TPA was processing claims for the Plan. In the event that TPA is retained to process Run-In Claims, then Schedule "A" attached hereto shall be completed.
4. At the Effective Date or thereafter, in the event that the Plan Administrator has not approved a new plan document ("NPD") which sets forth the eligibility guidelines for determining whether a claim will be paid under the Plan and desires that TPA begin paying claims in accordance with a prior plan of benefits (the "PPB"), the Employer agrees as follows:
- a. Indemnification and Release. The Employer agrees to indemnify, hold harmless, and release TPA, from and against any and all liability, loss or damage (including, but not limited to, reasonable attorneys fees and costs, whether incurred out of court or in litigation incurred by TPA which result directly or indirectly as a result of: (i) the denial of eligibility or payment of claims based upon the PPB, (ii) the denial of any excess loss insurance claim arising as a result of the payment or denial of eligibility of claims based upon the PPB, or (iii) otherwise arising out of or in connection with the rendering of services by TPA under the PPB. The Employer shall not, without the written consent of TPA, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or plaintiff to TPA, a release from all liability with respect of such claim.
  - b. Additional Fees. The Employer hereby acknowledges that, upon approval of a NPD, the Plan shall pay to TPA a fee for reloading the plan of benefits in its claim paying system at TPA's then current hourly rate if such plan of benefits as described in the approved NPD will in any material way affect the processing or payment of claims. Further, the Employer hereby acknowledges that any claims which require reprocessing as a result of changes between the PPB and NPD will be subject to an additional reprocessing fee at TPA's then current hourly rate.
  - c. Excess Loss Eligibility. The Employer hereby acknowledges that claims which are paid pursuant to the PPB may be determined to be ineligible for reimbursement pursuant to an excess loss policy.

5. TPA will bill and collect service fees as set forth on Schedules "A" and "B" attached hereto, and any excess loss premiums and commissions. Unless otherwise agreed to in writing by the parties, all amounts paid by Employer to TPA for payment of any excess loss premiums are to be paid by the Employer, not the Plan. All other amounts paid by the Employer to TPA for Plan service providers, including but not limited to claim and PPO access administration fees, shall be deemed paid with Plan assets.
6. If the Employer elects to have TPA assist with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, ("COBRA") compliance by indicating so on Schedule "B" attached hereto, TPA shall perform the following functions:
  - a. Notify employees and dependents who qualify for COBRA (collectively "Beneficiaries") of their COBRA rights, if applicable, by first class mail upon TPA's receipt of the Employer's written terminations from the Plan or employment with the Employer. Notwithstanding, TPA shall not be responsible for sending COBRA initial notices to Beneficiaries except where TPA is timely notified by the Employer of the existence of the new beneficiaries and the need to send such notices.
  - b. Send coupon billing books to Beneficiaries who elect to continue coverage.
  - c. Collect premiums and forward them to the Employer.
7. If the Employer elects to have TPA provide credible coverage services (with respect to HIPAA defined below) by indicating so on Schedules "A" and "B" attached hereto, TPA shall perform the following functions during the term of this Agreement:
  - d. Provide qualified Participants with certificates of credible coverage by mail promptly upon TPA's receipt of the Employer's written terminations of such Participants.
  - e. Provide the necessary certification to all Participants either designated by the Employer or that TPA otherwise may be made aware of through other sources.
  - f. Crediting and notifying Participants of their appropriate level of coverage for pre-existing conditions.
  - g. If for any reason the Employer desires to provide certificates of credible coverage to any Participant at the time the Agreement terminates, if requested, the Employer agrees to pay a certification issuance fee to TPA for each such certificate in the amount of \$5.00 per certificate. Such fee shall be due and payable at the time of the request and must be paid prior to the issuance of the certificate.
8. If the Employer elects to have TPA assist with the State of New York Surcharge compliance by indicating so on Schedule "B" attached hereto, TPA shall provide the necessary reporting to meet the New York State requirements as soon as the information is available.
9. TPA represents and warrants to the Employer that it shall maintain liability, errors and omissions, and employee dishonesty insurance for its activities performed hereunder, in commercially reasonable amounts of coverage and as required by applicable law.
10. The work to be performed by TPA under this agreement may, at the TPA's discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate of the TPA, or by another organization, agent, advisor or other such person(s) with which the TPA maintains an arrangement for such purpose.
11. The Employer acknowledges and agrees that TPA disclaims:



- a. All liability for determination of eligibility under the Plan based on applications for enrollment in the Plan;
- b. All liability for excess loss or reinsurance determinations if TPA did not place the excess loss or reinsurance for the Employer; and
- c. All liability for sending Participants or other Beneficiaries of the Employer initial COBRA notices unless elected by the Employer.

### III. Employer Obligations

1. The Employer will furnish the information needed by TPA to perform its functions under this Agreement including a complete and accurate list of all individuals eligible for benefits and enrolled in the Plan and shall cooperate fully with TPA with regard to providing TPA with prompt written notification of Participant additions, terminations, participation and all other substantive matters concerning the Plan.
2. The Employer shall be responsible for collecting any appropriate contributions to the Plan from the Participants. Failure to collect any such contributions shall not relieve the Employer from its obligation to fund the Plan.
3. The Employer shall distribute to all Participants (and timely return to TPA when necessary) all appropriate and necessary materials and documents, including, but not limited to, Summary Plan Descriptions, Plan Document amendments, identification cards, enrollment forms, applications and notice forms as may be necessary for the operation of the Plan or to satisfy the requirements of state or federal laws and regulations.
4. The Employer shall satisfy any and all reporting and disclosure requirements imposed by law both to the Participants and to TPA, including, but not limited to, reporting requirements applicable to Employer or Plan under the Employee Retirement Income Security Act of 1974 ("ERISA") and COBRA.
5. The Employer acknowledges and agrees that TPA shall have no discretionary authority, either expressed or implied, with respect to the control, handling, investment or disposition of the Plan or Plan assets or the payment of claims. The Employer and the Plan Administrator reserve the final right to direct TPA, in writing, regarding the resolution of any dispute of coverage, eligibility, or payment of benefits under the Plan.
6. The Employer will provide to TPA either the Plan Document and all amendments thereto, or directions for the preparation thereof. The Employer shall provide TPA with any additional information incidental to the Plan as may be requested by TPA from time to time.
7. To the extent required by applicable law, the Employer shall establish a trust ("Trust") pursuant to a Trust Agreement.
8. The Employer agrees to indemnify and hold harmless TPA from any and all liability, loss or damage, including reasonable attorneys' fees that TPA may suffer or incur directly or indirectly as a result of: (i) the Employer's performance under this Agreement, (ii) the failure of the Employer to adequately fund payment of claims under the Plan, or (iii) otherwise arising out of or in connection with the rendering of services by TPA to the Employer, the Plan or the Plan Administrator, including liabilities, losses or damages or attorneys' fees resulting from view screen access to the claim information system and release of claim information to the Employer or Plan Administrator, unless such liabilities, losses, damages or attorneys' fees result from TPA's gross negligence or willful misconduct. The provisions of this paragraph shall survive termination of the Agreement.

#### IV. Payment Process

1. The Employer shall pay TPA the fees as set forth on Schedule B hereto for the services elected on Schedule B, as well as excess loss premiums. The Employer shall also fund all requests for payment of Plan benefits as provided below. The Employer agrees to pay the fees and all other charges pursuant to this Agreement within thirty (30) days of its receipt of each invoice from TPA or its agent. Late payments by the Employer will result in a late payment charge equal to the lesser of one and one half percent (1.5%) per month or the maximum monthly rate allowed by applicable law. TPA will have the right to terminate this Agreement immediately if the Employer defaults on its payment obligations set forth above and such payment default is not cured within thirty (30) days after TPA delivers written notice of such default to the Employer.
2. All funds to be used for the payment of Plan benefits and service provider fees under the Plan (collectively "Plan Payments") will be advanced by the Employer and held for the benefit of the Plan. Plan Payments shall be made from an account established in the name of the Plan for the benefit of the Plan's participants. TPA shall not be responsible to fund this account. All funds in this account shall be derived solely from funds provided by the Employer for the purpose of making Plan Payments.
3. Funds for Plan Payments shall be provided promptly by the Employer upon request of TPA. If funds have not been provided for Plan Payments within 30 days after receipt of a request for funds, TPA reserves the right to notify the Participants and providers of service and the United States Department of Labor ("DOL") that the account has not been funded by the Employer. Under no circumstances shall this Agreement be deemed to place a contractual obligation upon TPA to provide the notice set forth in the preceding sentence, such obligation being the responsibility of the Plan Administrator. Failure by TPA to provide any notice or to so terminate shall not waive TPA's right to provide any notice or terminate this Agreement upon the Employer's continued or subsequent failure to so fund, and under no circumstances will Employer or Plan Administrator be entitled to assert that any such failure or failures constitutes a cause of performance binding upon TPA. Upon termination, TPA shall be entitled to return all unpaid claims to providers and to recover from the Employer all amounts then due and owing by the Employer or Plan Administrator and shall have the right, but no obligation, to notify the DOL of such termination and the facts and circumstances in connection therewith.
4. All claims under the Plan will be processed in the order in which they were received by TPA's office. Under no circumstances shall TPA be required to process any claim: (i) ahead of claims previously received on behalf of the Plan Administrator or any other client of TPA; or (ii) on or before a specific date.
5. All bills for claims submitted to TPA on behalf of the Plan are the sole responsibility of the Plan. TPA has no financial obligation or liability for those bills.

#### V. RECORDS

1. The Employer authorizes TPA to release to physicians, hospitals, other providers of medical services, utilization review and management vendors, preferred provider organizations, excess loss carriers, quality vendors, and other benefit consultants necessary for payment, treatment or Plan operations or administration the claims utilization data and records of Participants subject to the terms and conditions hereof. That data may include medical information of persons covered by the Plan.
2. All records of the Plan are available for inspection and audit by the Employer, Plan Administrator or their representative(s) during regular business hours on the premises of TPA. The Employer must provide at least 10 days' prior written notice of intent to audit, and such audit will be done at a time reasonably convenient to the business of TPA. TPA may terminate any audit that disturbs the day-to-day operations of TPA. The Employer agrees to bear all the expenses of the audit.

## VI. TERM AND TERMINATION

1. This Agreement shall be effective on the Effective Date and shall continue until terminated by either party hereto in accordance herewith. The first one-year period of time that this Agreement is in effect is defined as the "Initial Term". Prior to the end of the Initial Term, this Agreement may only be terminated:
  - a. by the Employer with cause, as defined below, upon sixty (60) days' written notice to TPA,
  - b. by TPA upon 30 days written notice in the event the Employer has failed to pay TPA its fees when due,
  - c. by TPA immediately with cause, as defined below, and
  - d. by TPA without cause upon sixty (60) days' written notice to the Employer.

Following the Initial Term, any party hereto may terminate this Agreement without cause upon sixty (60) days' written notice to the other party, or immediately with cause, effective on the date of receipt of written notice to the other party (with no provision for retroactive termination). Notwithstanding, in the event the Employer terminates this Agreement without cause on any date other than an anniversary of the Effective Date of this Agreement, TPA shall be entitled to the payment of a fee equal to the most recent two (2) months' (plus base and any additional fees) paid to TPA as an early termination penalty.

2. For purposes of this Agreement, termination "with cause" shall mean for a material breach of the terms of this Agreement, a failure to properly handle or disburse funds of the Plan, a determination by TPA that the sources of funding for the Plan are inadequate to provide benefits to the Participants, or the filing of an action in bankruptcy under Chapter 7 of the U.S. Bankruptcy Code by TPA or the Employer.
3. Upon termination of this Agreement, with or without cause, the Employer may wish to receive records regarding previously received or processed claims. The Employer agrees to hold TPA harmless from any and all liability, loss or damage, including reasonable attorneys' fees, which TPA may suffer as a result of a claim being made by any party relating to claims or computer records which have been returned to the Employer. Any claims or computer records requested by the Employer will be provided, if available, at a cost to be determined at the time of the request or as set forth on Schedule "B", hereto. This paragraph shall survive the termination of this Agreement.
4. After termination of this Agreement, TPA may in its sole discretion agree to process claims incurred prior to termination of this Agreement ("Run-Out Claims") for a maximum period of 90 days from the date of termination. Charges for such processing shall be equal to 2.5 times the administrative fee ("Base plus any additional fees") set forth on Schedule B. Notwithstanding the foregoing, in the event of a breach by the Employer of any obligation to TPA created hereunder or otherwise with respect to the Plan, including, without limitation, a failure to fund in a timely manner payment of claims, fees or expenses, then TPA shall have the right to unilaterally terminate this Agreement with no obligation to pay Run-Out Claims. In the event of the termination of this Agreement, and if the Employer had already selected credible coverage service, the Employer may request that TPA provide such credible coverage service during Run-Out at a cost of \$5.00 per certificate.

## VII. CONFIDENTIALITY

1. For the purposes of this Agreement, "Confidential Information" shall include, but not be limited to, business, technical, marketing, financial, and other proprietary and trade secret information of both parties, as well as the terms of this Agreement, and Protected Health Information or "PHI" as defined on

Schedule C hereto. For the parties to fulfill the terms of the Agreement, the Confidential Information will be disclosed and exchanged between the parties in accordance with the Agreement. The parties wish to keep the Confidential Information proprietary and confidential. Therefore any Confidential Information received and maintained by either party shall be held in the strictest of confidence and shall not be disclosed, divulged, furnished, or made accessible by either party to any third party, in whole or in part, except as otherwise provided by the terms of this Agreement or any subsequent agreement between the parties.

2. The parties agree to take all reasonable precautions to safeguard the Confidential Information, and notify all individuals that may have access to such information, of the requirements of this Agreement, and ensure that said individuals comply with the terms of this Agreement.
3. The parties acknowledge and agree that the disclosure of the Confidential information that is unauthorized or not in accordance with this Agreement or any subsequent agreement shall be deemed to be an improper disclosure and would be damaging and detrimental to the nondisclosing party. Such improper disclosure shall be deemed to be a breach of this Agreement.
4. The obligations under this paragraph shall not apply to Confidential information that is now or hereafter generally becomes available to the public or other third parties other than through the omission of said parties. The terms and conditions of this section shall survive the termination of this Agreement.

#### VIII. HIPAA BUSINESS ASSOCIATE PROVISIONS

1. The parties acknowledge that for purposes of this Agreement, TPA meets the definition of "business associate" as that term is defined in HIPAA (defined on Schedule C hereto). In addition to the Confidentiality requirements of Article VII, the parties agree to comply with all of HIPAA's requirements as set forth in detail on Schedule C attached hereto.
2. The Employer and the Plan shall identify on Schedule D hereto the names of their business associates that they authorize to receive PHI from TPA, and the types of PHI to be received.

#### IX. PREFERRED PROVIDER ORGANIZATION OBLIGATIONS

1. TPA has entered into agreements with one or more preferred provider organizations ("PPO Agreements") whereby the PPOs' provider reimbursement discounts can be made available to TPA's clients. The Employer may desire access to one or more PPO Agreements. In consideration for such access, the Employer shall acknowledge and agree to be bound to the terms and conditions of the PPO Agreements and/or certain terms and conditions of the PPO Agreements. The Employer agrees to execute any documents necessary to gain access to applicable PPO Agreements.
2. The Employer authorizes TPA to negotiate on behalf of the Plan for discount arrangements with physicians, hospitals, and other providers of medical service.

#### X. MISCELLANEOUS

1. In the event that the work requirements placed upon TPA exceed the scope anticipated at the inception of this Agreement, including without limitation, changes attributed to regulatory requirements and TPA deems it necessary to adjust the rates set forth on Schedule 'B' hereto, then TPA shall provide the Employer with a new Schedule 'B' setting forth such rates. The Employer shall have 30 days within which to accept the new rates or otherwise terminate this Agreement.

2. Any notice to be provided to any of the parties hereto shall be sent, in writing, by certified mail, return receipt requested, or overnight carrier, to the respective party's address as set forth on page one of the Agreement.
3. The Employer acknowledges and agrees that this Agreement is with TPA and not its parent company, First Financial Holdings, Inc.
4. In the event that any portion of this Agreement is deemed to be unenforceable or void in accordance with applicable law or regulation, the same shall be deemed to be deleted from this Agreement and the remaining portion of this Agreement shall remain in full force and effect.
5. This Agreement contains and encompasses the entire agreement among the parties concerning the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. No additional agreements shall be enforceable except amendments in writing signed by all parties.
6. This Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflicts of laws provisions, except to the extent the same are preempted by federal law or otherwise governed by ERISA. The parties agree that any action or proceeding arising out of or relating to this Agreement, including, without limitation, any dispute brought before a court of competent jurisdiction, shall be commenced in the United States District Court for South Carolina, and such Court shall have exclusive jurisdiction with respect thereto unless such dispute does not in any manner involve the Plan, a Participant's rights thereunder, or TPA's duties in the connection therewith, in which event such action shall be commenced in the Court of Common Pleas of Lexington County, South Carolina, which shall have exclusive jurisdiction with respect thereto. Each of the parties hereto consent to jurisdiction in such Courts, and hereby acknowledges that neither such Court lacks personal jurisdiction or is an inconvenient forum.
7. This Agreement may not be assigned by operation of law or otherwise, except with prior written consent of the other party to this Agreement. However, if this Agreement is assigned, this Agreement shall be binding upon the successors and/or assigns.
8. No action, suit, or proceeding at law or in equity shall be had or maintained under the Agreement, unless it be commercial and process be served within one (1) year after the cause of action has accrued, and in no event shall any such action, suit or proceeding be maintained unless it is commenced within two (2) years from the date the Agreement was terminated.
9. All terms used in this Agreement shall be defined and given meaning herein as they are defined under ERISA.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first stated above.

Oconee County a company on behalf of the  
Plan as set forth in this Agreement.

By \_\_\_\_\_  
Signature & Title:  
"EMPLOYER on behalf of the PLAN"

Benefit Administrators, Inc.,  
a South Carolina Corporation

By  \_\_\_\_\_  
Signature & Title  
"TPA" 

SCHEDULE "A"

RUN IN CLAIM ELECTIONS

The Employer on behalf of the Plan shall utilize the following run-in service options and shall pay TPA the following amounts, per participating employee per month, for its services:

Run-In Claims Processing, if any (check one): XX Credible Coverage Certificate, if any

XX Full Run-In Claims Processing Option

\_\_\_\_\_ Limited Run-In Claims Processing Option

\_\_\_\_\_ No Run-In Claims Processing has been elected.

The Employer hereby acknowledges and agrees that TPA will have no liability with respect to payments for claims that are either duplicate payments from the prior payor or are made in good faith in reliance upon the information available at the time the claims are paid.

- a. If TPA is retained to assist with the processing of Run-In Claims pursuant to the Full Run-In Claims Processing Option, then TPA shall perform the functions set forth in Sections 1,2 above, subject to the following:
  - i. All claims adjudication shall be based upon the plan document in effect at the time the claims were incurred, which the Plan Administrator will provide to TPA.
  - ii. Only those claims incurred within one year prior to the Effective Date shall be eligible for processing under this Agreement.
  - iii. Co-payments, deductibles and any other specialized provisions under any prior plan shall not be considered by TPA or the Plan Administrator in the processing of Run-In Claims, provided, however, that TPA or the Plan Administrator may, in their sole discretion, accept documentation substantiating such co-payments, deductibles or other specialized provisions.
  
- a. If TPA is retained to assist with the processing of Run-In Claims pursuant to the Limited Run-In Claims Processing Option, then TPA shall perform the functions set forth in Sections 1,2 above, subject to the following:
  - i. All claims adjudication shall be made based upon the plan document which the Plan Administrator will adopt and will provide to TPA.
  - ii. Only those claims incurred within 90 days prior to the Effective Date shall be eligible for processing under this Agreement.
  - iii. Only those claims incurred by individuals who are Participants, as of the Effective Date, shall be eligible for processing under this Agreement.

Run-in Fee \$ \_\_\_\_\_

**SCHEDULE "B"**

**DISCLOSURE TO NAMED FIDUCIARY  
AND  
ELECTIONS AND FEES**

The employee Retirement Income Security Act of 1974 ("ERISA") prohibits the receipt, by an insurance agent or broker, of a sales commission from an insurance company in connection with the purchase of an insurance contract using plan assets.

Pursuant to the Prohibited Transactions Exemption 84-24, as amended, the U.S. Department of Labor and the Internal Revenue Service require certain disclosures to be made to the Named Fiduciaries of an Employee Benefit Plan before any transaction occurs with respect to the purchase of any insurance contracts. A description of the proposed transaction involving the sale of such products and the related disclosures appear below.

The agent/broker named on Schedule "C" contained herein is an Independent agent. He or she is not a trustee of the Plan, not a Plan Administrator (within the meaning of ERISA, Sec. 3 (16) (A) and Sec. 44 (g) of the Internal Revenue Code), not a Named Fiduciary of the Plan (within the meaning of ERISA, Sec. 402 (a) (2)), and not a Fiduciary who is expressly authorized in writing to manage, acquire, or dispose of the assets of the above Plan.

The premium for excess loss insurance and/or group term life coverage may include a commission to be paid to BAI. BAI may, in turn, pay all or a portion of the commissions to the agent/broker identified on Schedule "C" of this agreement.

In addition, BAI may receive compensation from the insurance carrier to perform the following services: audit and prepare excess loss claims for submission to the insurance carrier; collect monthly premiums and prepare data reports for the insurance carrier for the premium reconciliation; prepare monthly commission/service fee statements for the various agents/brokers for the insurance carrier; provide contract administration services for the insurance carrier and maintain a staff to provide proposal preparation and data collection services for the insurance carrier.

**TYPE OF PLAN**

EMPLOYEE GROUP MEDICAL EXCESS LOSS: Yes  
 EMPLOYEE GROUP TERM LIFE: Yes

**TYPE OF COMMISSION:**

<b>BROKER:</b>		<b>BENEFIT ADMINISTRATORS, INC.</b>
EXCESS LOSS:	<u>0%</u>	EXCESS LOSS: <u>0%</u>
LIFE:	<u>5.125%</u>	LIFE: <u>2%</u>

The Employer on behalf of the Plan shall pay TPA, per participating employee per month, for services rendered during the period from May 1, 2007 to April 30, 2009.

**ELECTIONS AND BASE FEE**

**ELECTIONS AND ADDITIONAL FEES**

\$ <u>6.50</u>	Medical Claims Processing Fee	\$ <u>1.4%</u>	Stop-Loss Fee - BAI
\$ _____	Disability Claims Processing Fee	\$ <u>1.00</u>	COBRA Admin. Fee
\$ _____	Dental Claims Processing Fee	\$ _____	HIPAA Administration Fee
\$ _____	Vision Claims Processing Fee	\$ <u>1.65</u>	Utilization Review Fee - MedWatch
\$ _____	Prescription Claims Processing Fee	\$ <u>4.25</u>	PHO - MedCost
\$ _____	New York Administration Fee	\$ <u>5.00</u>	Local Service Fee/Broker Fee
\$ _____	Run-In Fee	\$ _____	Plan Document and/or Total Re-Vote

Initials: \_\_\_\_\_



The Employer shall pay TPA a fee for providing claims or computer records (requested by the Employer upon termination of this Agreement, as follows (check one):

     \$ \_\_\_\_\_  
 As determined at the time of the request

COSRA Services (check one):

Yes, services will be provided except for any benefits or types of benefits that TPA is not providing processing services.  
     No, COSRA services are not desired.

Credible Coverage Certificate services (check one):

Yes, services will be provided.  
     No, services are not desired. However, if such assistance is required at any time, we understand that a fee of \$ 50.00 will apply per each Participant per necessitating event.  
     At termination.

State of New York Compliance service (check one):

     Yes, State of New York compliance service is desired.  
 No, State of New York compliance service is not desired.

In the event that this Schedule "B" amends or changes any rates agreed upon by the parties verbally or in writing prior to execution of this Agreement, all of the terms and conditions of the Agreement and this Schedule "B" shall prevail and take precedence over said prior rates.

#### NAMED FIDUCIARY(IES) ACKNOWLEDGMENT

The named Fiduciary(ies) acknowledge, on behalf of the Plan, that he/she has read this Disclosure Notice, understands it, and agrees with its contents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Oconee County, a company on behalf of the Plan as set forth in this Agreement.

By: \_\_\_\_\_  
Signature & Title  
"EMPLOYER on behalf of the PLAN"

Benefit Administrators, Inc.,  
a South Carolina Corporation

By:   
Signature & Title  
"TPA"

Initials \_\_\_\_\_

## SCHEDULE "C"

### HIPAA

A. **Definitions.** For the purpose of this Agreement, the following terms shall have the meaning ascribed to them in this Schedule. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Designated Record Set** shall mean a group of records maintained by or for Employer that is (i) the medical records and billing records about individuals maintained by or for Employer; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Employer to make decisions about individuals. As used herein the term "Record" means any text, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Employer.
2. **Employer** shall mean the entity that is sponsoring the Plan (as defined in the Agreement) and shall also be defined to include the Plan itself, as the Employer acts on behalf of the Plan, for the purposes herein.
3. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services.
4. **HIPAA Privacy Regulations** shall mean the regulations at Title 45, Parts 160 and 164 of the Code of Federal Regulations, as the same may be amended from time to time.
5. **Individual** shall mean the person who is the subject of the Information and has the same meaning as the term "individual" is defined by 45 C.F.R. § 164.501.
6. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
7. **Protected Health Information** shall mean Individually Identifiable Health Information received by TPA from or on behalf of a Employer that is (i) transmitted by electronic media; (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium.
8. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated, specifically including, but not limited to, the Office for Civil Rights.
9. **Transaction Standard Regulation** shall mean the regulations at Title 45, Parts 160 and 162 of the Code of Federal Regulations, as the same may be amended from time to time.

Initials \_\_\_\_\_

**B. TPA's Use and Disclosure of Protected Health Information.** TPA shall be permitted to use and/or disclose Protected Health Information provided or made available from Employer for the following stated purposes:

1. TPA may use or disclose the Protected Health Information for the purposes necessary to fulfill its obligations under this Agreement.
2. TPA is permitted to disclose Protected Health Information received from Employer for the proper management and administration of TPA or to carry out legal responsibilities of TPA, provided: (i) the disclosure is required by law, or (ii) TPA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed by the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies TPA of any instance of which it is aware in which the confidentiality of the information has been breached. Additionally, TPA may use and disclose Protected Health Information to a third party if otherwise authorized by Employer or as authorized by individual in accordance with Section 164.508 of the HIPAA Privacy Regulations with respect to his or her own Protected Health Information.
3. In addition to the other uses and disclosures of Protected Health Information permitted under this Agreement, TPA may use Protected Health Information to create information that is not individually identifiable Health Information, or may disclose Protected Health Information to an agent or subcontractor of TPA for such purpose, whether or not the de-identified information is to be used by TPA. TPA may use or disclose such de-identified information in any manner TPA deems appropriate.
4. TPA is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to the health care operations of Employer, or as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**C. TPA Obligations:**

1. **Limits on Use and Further Disclosure Established by Contract and Law.** TPA agrees that the Protected Health Information provided or made available by Employer shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.
2. **Appropriate Safeguards.** TPA will establish and maintain appropriate safeguards to prevent any use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. **Mitigation.** TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of Protected Health Information by TPA in violation of the requirements of this Agreement.
4. **Reports of Improper Use or Disclosure.** TPA agrees that it shall report to Employer within five (5) days of discovery any use or disclosure of Protected Health Information not provided for or allowed by this Agreement.
5. **Subcontractors and Agents.** TPA agrees that anytime Protected Health Information is provided or made available to any subcontractors or agents, TPA must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Protected Health Information as contained in this Agreement.

6. **Right of Access to Information.** Within five (5) days of a request by Employer for access to Protected Health Information about an individual contained in a Designated Record Set, TPA shall make available to Employer such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from TPA, TPA shall within five (5) days forward such request to Employer. Any denials of access to the Protected Health Information requested shall be the responsibility of Employer.
7. **Amendment and Incorporation of Amendments.** Within ten (10) days of receipt of a request from Employer for the amendment of an individual's Protected Health Information or a record regarding an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), TPA shall provide such information to Employer for amendment and incorporate any such amendments in the Protected Health information as required by 45 C.F.R. § 164.526.
8. **Disputed Information.** For PHI that is the subject of a disputed amendment, TPA shall take such actions as are specified by the Employer to identify in the Designated Record Set the disputed PHI, and shall append or otherwise link to the Designated Record Set the individual's request for amendment, the Employer's denial of the request, the individual's statement of disagreement, if any, and the Employer's rebuttal to the individual's statement of disagreement, if any (collectively the "Disputed Information"). The Disputed Information, or an accurate summary thereof, shall accompany all subsequent disclosure by TPA or PHI that is subject of a disputed amount.
9. **Provide Accounting.** Within ten (10) days of notice by Employer to TPA that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, TPA shall make available to Employer such information as is in TPA's possession and is required for Employer to make the accounting required by 45 C.F.R. § 164.528. At a minimum, TPA shall provide Employer with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes a brief explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to TPA, TPA shall within two (2) days forward such request to Employer. It shall be Employer's responsibility to prepare and deliver any such accounting requested. TPA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
10. **Disposition of PHI.** The parties agree that the return or destruction of PHI received from, or created or received by TPA on behalf of, Employer is not feasible and that such PHI must be retained by TPA for further audits. TPA will extend the protections provided by this Schedule to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible.
11. **Requested Restrictions.** The Employer will not provide to TPA any PHI that is subject to any arrangement permitted or required of the Employer that may impact in any manner the use or disclosure of PHI by TPA under this Agreement including but not limited to any restriction on the use or disclosure of PHI as provided in 45 C.F.R. § 164.522 and agreed to by the Employer.

12. **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of TPA services contemplated by this Agreement, and thereafter if and to the extent and so long as, required by law, TPA shall make available to the Secretary, after five (5) days written request, this Agreement and all other books, documents and records relating to the use or disclosure of Protected Health Information received from, or created or received by TPA on behalf of Employer.
- a. In all events, TPA shall immediately notify Employer upon receipt by TPA of any such request for this Agreement and any other books, documents and records, and shall provide Employer with copies of any such materials.
  - b. Nothing contained in this Section is intended to or shall constitute a waiver of Employer's or TPA's attorney-client privilege, the attorney work product doctrine, or any other statutory or other protection afforded clients of lawyers.
  - c. Employer and TPA do not intend to make any private individual or entity or the Secretary, the United States Comptroller General, or any other governmental agencies or parties a third-party beneficiary of this Agreement. The parties specifically intend that the Secretary shall not be a third-party beneficiary and shall have no contractual rights or powers to enforce this Agreement.
  - d. Any inspection of TPA's books and documents pursuant to this Section shall take place at a location selected by TPA that is reasonably convenient to the Secretary or Employer. In no event shall the Secretary or Employer have unrestricted access to the books and records of TPA; it instead being the intent of the parties that the Secretary or Employer may request information, and, if TPA determines that such information is required to be produced pursuant to this Agreement and is responsive, TPA will furnish the information to the Secretary or Employer for review and inspection.
  - e. Notwithstanding anything herein to the contrary, Employer acknowledges and agrees that TPA may store, analyze, access, and use de-identified information derived from Protected Health Information, provided none of such information contains individually identifiable Health Information, and further provided that any such use is then consistent with applicable law.

**D. Employer and Plan to Inform TPA of Privacy Practices and Restrictions**

- 1. Employer and Plan shall provide TPA with the notice of privacy practices that Employer and Plan produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- 2. Employer and Plan shall provide TPA with any changes in, or revocation of, permission by individual to use or disclose Protected Health Information, if such changes affect TPA's permitted or required uses or disclosures.
- 3. Employer and Plan shall notify TPA of any restriction to the use or disclosure of Protected Health Information that Employer and Plan has agreed to in accordance with 45 C.F.R. § 164.522.

E. Trading Partner Requirements

1. **No Changes.** For Protected Health Information, the parties will not change any definition, data condition, or use of a data element or segment in a standard adopted pursuant to the Transaction Standard Regulation.
2. **No Additions.** For Protected Health Information, the parties will not add any data elements or segments to the maximum defined data set used for a standard adopted pursuant to the Transaction Standard Regulation.
3. **No Unauthorized Uses.** For Protected Health Information, the parties will not use any code or data elements that are either marked "not used" or that are not in the implementation specifications for a standard adopted pursuant to the Transaction Standard Regulation.
4. **No Changes to Meaning or Intent.** For Protected Health Information, the parties will not change the meaning or intent of any implementation specifications for a standard adopted pursuant to the Transaction Standard Regulation.

F. **Breach.** If TPA breaches a provision of this Article that is not curable within the time provided for elsewhere in this Agreement, the parties shall, in good faith, negotiate a reasonable cure period for TPA to remedy its breach. If such breach is not curable, the parties will negotiate in good faith for forty (40) days to develop safeguards to ensure that a subsequent breach of this Article does not occur. If the parties are unable to cure the breach or develop acceptable safeguards following negotiations for such specified time, Employer and Plan may terminate this Agreement in accordance with the termination provisions of this Agreement.

G. **Termination and Return of Information.** Upon the termination of this Agreement, TPA agrees to return or destroy all Protected Health Information received from, or created or received by, TPA on behalf of Employer and Plan. TPA agrees not to retain any copies of the Protected Health Information after the termination of this Agreement. If return or destruction of the Protected Health Information is not feasible, TPA agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure.

H. **HIPAA Indemnity.** In no event is or shall TPA be construed to be an indemnitor of compliance with the HIPAA Privacy Regulations, under the terms of this Agreement, or otherwise.

I. **New Laws and Amendments.** The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations governing Protected Health Information, including without limitation regulations promulgated pursuant to HIPAA.

SCHEDULE "D"

BUSINESS ASSOCIATES

Please identify below the Business Associates with whom the Employer desires to share protected health information effective May 1, 2007 to April 30, 2008.

- TPA/Name: Benefit Administrators, Inc       Managing General Underwriter
- Utilization Review Company      Name: Alliance Underwriters
- Name: MedWatch       PPO
- Broker      Name: MedCost
- Name: Benefit Controls       PBM
- Stop Loss Carrier      Name: Catalyst Rx
- Name: American National

Type of Personal Health Information Shared

Please check all that apply:

- Medical Claims Data
- Pharmacy Claims Data
- Underwriting Information
- Employer Census
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Oconee County a company on behalf of the Plan as set forth in this Agreement.

Benefit Administrators, Inc. a South Carolina Corporation

By: \_\_\_\_\_  
Signature & Title  
"EMPLOYER on behalf of the PLAN"

By:  \_\_\_\_\_  
Signature & Title  
"TPA" 

Initials: \_\_\_\_\_

# Town of Salem

3-A Park Avenue  
Salem, SC 29676  
Phone: (864) 944-7819  
Fax: (864) 944-7725  
Website: [www.townofsalem.org](http://www.townofsalem.org)

Mayor: Diane Head  
Council: Ralph G. Whitmore  
Robert A. Grogan  
Myrtle W. Coward  
Kevin D. Tilley

December 19, 2007

Beth Hulse  
Clerk to Geesee County Council  
415 South Pine Street  
Walhalla, SC 29691

Re: 2007 Rock Allocation

Dear Ms Hulse:

Please be advised that The Town of Salem is very much appreciative of everyone's efforts regarding The Town's proper allocation of rock for 2007. The Town will continue to haul the remaining 300 tons of various grades of crushed stone before the completion date of December 31, 2007.

We have been in contact with the quarry management team and have been advised to provide you with this letter for the remaining 300 tons.

If you require any additional information please contact Elizabeth Pressley at 944-2919.

Once again, thanks to all for their assistance and cooperation.

Sincerely,



Warren Harris  
Utilities Administrator

Cc: Mayor & Council Members  
Dale Bryson





# State of South Carolina

## Office of the Governor

MARK SANFORD  
GOVERNOR

Post Office Box 12207  
COLUMBIA 29211

December 20, 2007

The Honorable Marion Lyles  
Chairman, Oconee County Council  
415 South Pine Street  
Walhalla, South Carolina 29691-2145

Dear Chairman Lyles,

It is my pleasure to announce that Oconee County will receive a \$986,364 Community Entitlement Grant from the Community Development Block Grant Program. Funds will be used to provide a QuickJobs Development Center to serve the residents of Oconee County.

The Department of Commerce, Grants Administration, will be forwarding a grant agreement to Oconee County for execution within the next few days. Take care.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Sanford".

Mark Sanford

MS/cj:aw

cc: The Honorable Thomas C. Alexander  
The Honorable Don Carson Bowen  
The Honorable William F. Sandifer III  
The Honorable William R. Whitmire



## Oconee County Infrastructure Advisory Commission

415 S. Pine Street  
Walhalla, South Carolina 29691  
(803) 215-1021  
Chairman: Robert C. Winchester  
Vice Chairman: Bobby Williams  
Secretary: Scott Daise

January 8, 2008

Mr. Marion Lyles  
Oconee County Council Chairman  
415 S. Pine Street  
Walhalla, SC 29691

Dear Mr. Lyles,

This letter follows and updates my letter of 1-4-08 relative to the OCIAC's recommendation on the County Council's appointment of three members to the Capital Projects Commission.

The OCIAC discussed the appointment of its members to the new Capital Projects Commission at our December 5, 2007 and January 2, 2008 meetings. This followed the action of Council that we recommend three members of the Infrastructure Advisory Commission to serve on the Capital Projects Commission.

After considerable discussion the Commission voted to recommend that County Council appoint three individuals, not to be members of the Infrastructure Advisory Commission. Following is a list of names of five individuals willing to serve. The first two were members of the prior Capital Projects Commission who are experienced, qualified, and willing to serve again.

- |                         |  |
|-------------------------|--|
| 1) Mr. Don Fuller       | Keowee Key                                 |
| 2) Mr. Marty McKee      | Engineer, Thrift Development               |
| 3) Mr. Clyde Smith      | Engineer, Bosch Corp.                      |
| 4) Mr. Bill Lewis       | Chief Financial Officer, Foxwood Hills POA |
| 5) Mr. Richard Phillips | Engineer, Goldie & Assoc.                  |

Mr. Bobby Williams, Vice Chairman of the OCIAC will be available at the meeting tonight to answer any questions the Council may have. I have a prior commitment and cannot attend the meeting. The OCIAC has pledged to work with the new Capital Projects Commission, and if you need anything further please call.

Respectfully Submitted,  
Robert C. Winchester, OCIAC Chairman

cc: Mr. Dale Surrent, County Administrator  
County Council Members  
OCIAC Members

LETTER

This letter should be from the Oconee County Council and addressed as follows:

U.S. ARMY TACOM - LCMC  
ATTN: AMSTA - LC - LSDD, MS: 419 (KIM BARACH)  
6501 East 11 Mile Road  
Warren, MI 48397 - 5000

Subject: Static Display Vehicle

We wish to initiate a request for a surplus tracked military vehicle for display on county property. This property is adjacent to Patriots' Hall, Oconee Veterans' Museum and the new court house which has a Veterans' Memorial Plaza adjacent to it.

The property is located in the proximity of 13 Short Street in the county seat town of Walhalla, South Carolina. There is adequate space for any tracked vehicle. Patriots' Hall has agreed to provide a poured concrete foundation for the vehicle.

The liaison contact for any questions or for additional information is:

Charles M. Brickett  
President, Board of Directors  
Patriots' Hall Association  
P.O. Box 591  
Walhalla, SC 29691

Home Phone: (864) 944-5112  
Cell Phone: (864) 557-0983  
E Mail: ww2col@aol.com

Respectfully submitted,

Marion Lyles  
Chairman, Oconee County Council

cc: Honorable J. Gresham Barrett  
U.S. Congressman, 3<sup>rd</sup> District, S.C.  
P.O. Box 4126  
Anderson, S.C. 29625

Mr. Charles M. Brickett  
President, BOD of PHA  
P.O. Box 591  
Walhalla, S.C. 29691

## LITTER CONTROL PROGRAM 2008

For years Oconee County has battled litter along its roads and highways. Although assisted by community groups and spearheaded by KOBA (Keep Oconee Beautiful Association) the efforts have been less than successful.

We need a new approach and I propose a three-point program to lead this approach.

First, is an education program that is already in place in the elementary schools and run by KOBA volunteers. This is a program to educate young students about litter control and anti-litter policies. There are limited means to measure success but it is felt that the students recognize the litter problem and may be less prone to trash our roads in the future.

Second, are preventative policies such as a bottle deposit law and regulations about biodegradable paper on "to go" food. I have been told that there is very limited chance that a bottle deposit bill would get through the State legislature. Also, regulations about food packaging have met strong resistance in other states and communities. Although these are worthy goals they may not be feasible at this time.

Third is a new program to establish a fund to reward citizen groups to pick up litter through the "Adopt A Highway" program. County Council would fund the program at \$20,000 per year from its contingency fund and KOBA would administer the program. The plan is simple. Each group that adopts a highway will be paid \$100 for each mile it picks up litter three times per year. If a group is already doing this then they are now eligible for payment. Further, schools could be encouraged to participate by paying each elementary school \$100 for maintaining its parking lot and playground areas. Middle and High Schools could earn money by picking up one mile in each direction from their school. They would be paid \$200 per year for this effort.

It is anticipated that this program will get legs and many community groups, church groups, and other civic minded organizations would seize this an opportunity to make a little money and beautify their County.

If Council concurs with this proposal I recommend a meeting with KOBA to work out the details so an ordinance could be drafted.

George Blatchard



FOR YOUR INFORMATION ONLY

JANUARY 8, 2008

7:00 P.M.

**Beth Hulse**

**From:** Dale Sturrett  
**Sent:** Thursday, December 20, 2007 6:08 PM  
**To:** Beth Hulse; Rodney Burdette  
**Subject:** FF article

Beth.....Please place as info only in the January 8 - Council Packages.

Rodney.....Please distribute to the Emergency Services Commission.

Dale



## Charleston firefighters to be equipped with better air packs

By Glenn Smith  
 The Post and Courier  
 Thursday, December 20, 2007

Charleston firefighters will soon be equipped with state-of-the-art air packs to provide them with a longer-lasting supply of breathable air when they enter burning buildings.

City Council on Tuesday approved spending \$811,969 to buy 140 new air packs, enough to outfit every on-duty firefighter and have extra tanks in reserve, city officials said. Firefighters also will receive fitted face masks to deliver the air.

Fire Chief Rusty Thomas followed the recommendations of a Fire Department committee in selecting the equipment, said Mark Rappel, the department's public information officer.

Larger capacity tanks also were recommended by a panel of experts hired by the city to evaluate the Fire Department in the wake of the June 18 Sofa Super Store blaze that killed nine city firefighters. The panel urged the city to upgrade to a single brand of tanks that meets all current national standards.

The city now uses 30-minute air tanks, which may actually provide less air in real world conditions in which firefighters are stressed and breathing heavily. The new tanks will hold 45 minutes of air.

All nine of the firefighters killed at the sofa store died from smoke inhalation and severe burns. An air tank was found with each body inside the store and investigators are examining the condition of those tanks. No determination has been made on whether the tanks were a factor in their deaths.

Battalion Chief Robert O'Donald, assistant to Thomas and a member of the department's health and safety committee, said the new air packs will be equipped with tracking devices to help rescue teams locate fallen firefighters. Charleston's will be one of the first large fire departments in the nation to use the devices, he said.

Roger Yow, president of the Charleston Firefighters Association, said acquiring the larger-capacity air packs is "a good move forward" for the department. He said most departments switched to individual, fitted face masks a decade earlier because of concerns about spreading communicable diseases by sharing masks.

The city also has approved \$27,371 in change orders to two fire trucks it is purchasing. Among other things, the money will pay for air conditioning in the cabs, headsets to improve firefighter communications and changes to accommodate larger diameter hose lines, O'Donald said. The changes are in line with recommendations by the city's expert consultants.

The city has long relied on supply hoses about half the diameter of those used by most fire departments. Several experts have said those smaller lines left firefighters struggling to get enough water at the sofa store blaze.

*Reach Glenn Smith at 937-5556 or [gsmith@postandcourier.com](mailto:gsmith@postandcourier.com).*

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January 3, 2008

Mr. Surrent

We have processed vouchers for reimbursement for mileage from the county council budget for various travels which were not included in the justification. I need to have the attached line item description change approved. Upon adoption of the 2007-2008 budget the justification for county council travel was designated for the SCAC annual conference for council, council clerk and county attorney. The description change allows travel reimbursement for other travel as deemed appropriate by council. The current balance of \$2,698.19 is not reflective of the last voucher submitted. Once we have this voucher processed the balance will be \$270.28 so the council may wish to consider transferring money into this account to meet their needs until June 30, 2008.

Attached

1. 2007-2008 line item budget worksheet as approved
2. Description change form (needs to be processed)
3. Transfer, should council wish to process
4. General ledger account balance
5. Voucher for Councilman Blanchard

Phyllis

Members of Council,

I need some direction as to how you wish to proceed. This is not a matter that would qualify for executive session so I need you to speak to me before the Council meeting.

Thanks,  
Dak



**County Council #704  
Budget Year 2007-2008**

Account Number	Description	2006-2007 Adopted	2007-2008 Recommended
	Full-Time Salary	\$ 63,905	\$ 31,224
	Council	\$ 40,000	\$ 40,000
	Fringe & Benefits	\$ 75,865	\$ 70,932
	<b>Total Salary, Fringe and Benefits</b>	<b>\$ 179,770</b>	<b>\$ 142,156</b>
10 704 30018 0	Travel	\$ 3,000	\$ 4,000
	MEMBERING FOR COUNCIL CLERK, ATTORNEY		
10 704 30025 0	Professional	\$ 22,500	\$ 22,500
10 704 30025 1	Professional Auditor	\$ 60,000	\$ 60,000
10 704 30037 0	Equipment Leased or Rented	\$ 2,000	\$ -
10 704 30041 0	Telecommunications	\$ 3,000	\$ 3,300
	ORDINANCE CELL PHONE \$600		
10 704 30068 0	Advertising	\$ 3,000	\$ 2,000
10 704 30080 0	Dues: Organizations	\$ 3,000	\$ 50
	CITY FACILITY EXPENSE		
10 704 30084 0	Schools/Seminar/Training	\$ 7,500	\$ 17,125
	SCAC MEETING FOR COUNCIL CLERK, ATTORNEY		
	SCAC MID-YEAR CONFERENCE & OTHER AS DETERMINED BY COUNCIL \$5000		
10 704 40031 0	Small Capital	\$ -	\$ -
10 704 40032 0	Operational	\$ 30,000	\$ 5,000
10 704 40034 0	Food	\$ 2,000	\$ 1,000
10 704 95100 20201	SC Association of Counties	\$ 13,555	\$ 13,555
10 704 95100 20217	Appalachian COG	\$ 28,000	\$ 28,000
10 704 60767 0	Donated Gravel	\$ -	\$ 29,800
10 704 60767 0	Council Contingency	\$ 220,000	\$ 220,000
10 704 50840 0	Capital Equipment	\$ -	\$ 1,635
	REPLACEMENT COMPUTER		
	<b>Total Expenditures</b>	<b>\$ 397,555</b>	<b>\$ 407,163</b>
	<b>Total County Council</b>	<b>\$ 577,325</b>	<b>\$ 549,319</b>

**TRANSFER REQUEST**

**DOORSE COUNTY, SOUTH CAROLINA  
BUDGET REVISION FORM**

**DESCRIPTION REVISION**

Please complete the appropriate boxes and check the appropriate boxes. Print Name Sign and Date suggested to OMO.

2007-2008  
FISCAL YEAR

County Council  
DEPARTMENT NAME

Administrative Services Director

1/3/2008  
DATE OF REQUEST

Y	0	1	0	-	7	0	4	-	3	0	0	1	8	-	0	0	0	0	0	0	0	\$0	AMOUNT TO TRANSFER
A																							
B	<p>AMOUNT THIS NEW LINE ITEM IS BEING SET UP WITH HAS NOT EXCEEDED THE                  AMOUNT TO TRANSFER</p>																						
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**CHAIRMAN**  
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TRANSFER REQUEST

OCONEE COUNTY, SOUTH CAROLINA  
BUDGET REVISION FORM

DESCRIPTION REVISION

Please complete the highlighted fields and click to check any appropriate boxes. Print form size and save original to disk.

2007-2008 FISCAL YEAR  County Council DEPARTMENT NAME  SIGNATURE OF DEPARTMENT DIRECTOR  DATE OF REQUEST  1/3/2008

LINE	LINE NEW ACCOUNT NUMBER	LINE	AMOUNT TO TRANSFER
010-704-30018-00000			\$0

SIGN ↑  
What next? →

EXPLAIN WHY THIS ITEM OR ITEMS IS/ARE NECESSARY AND WHY IT WAS NOT SUBMITTED EARLIER.  
Funds needed to complete the 2007-2008 fiscal year.

WAS THIS ITEM PREVIOUSLY SET FROM YOUR BUDGET DURING THE BUDGET PROCESS? YES  NO

LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER (Round up to the nearest whole dollar)
Professional	\$0
LINE ITEM ACCOUNT NUMBER	\$0
LINE ITEM DESCRIPTION	\$0
LINE ITEM ACCOUNT NUMBER	\$0
LINE ITEM DESCRIPTION	\$0
LINE NEW ACCOUNT NUMBER	\$0

IF COUNCIL CHOOSES TO transfer money

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE SEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?

APPROVED  DENIED

Auto saved: 04/03/2008 10:00:00 AM

Apply (optional) Close

OCONEE COUNTY

FY 2007-2008

DETAIL ACCOUNT INQUIRY BY ACCOUNT NUMBER

07/01/2007 TO 06/30/2008

		BUDGET	YTD AMT	ENC AMT	REMBAL	
010-704-30018-00000 TRAVEL		4,000.00	1,301.81	0.00	2,698.19	
DATE	MOD	REFERENCE	REF or VOUCHER CHECK#	DEBIT	CREDIT	BALANCE
		BALANCE FORWARD				0.00
08/09/2007	AP	HULSE, BETH PER DIEM	LOCAL ANNUAL 89292 159562	314.77		314.77
08/16/2007	AP	LYLES, MARION TRAVEL	SCAC ANNUAL 89308 159758	451.54	4 Local Travel	766.31
08/23/2007	AP	ABLES, FRANK PER DIEM	SCAC ANNUAL 89834 159923	314.77		1,081.08
10/11/2007	AP	HULSE, BETH PER DIEM	SCAC Full time 92102 161778	63.05	Granville	1,144.13
10/11/2007	AP	HULSE, BETH MILEAGE	LOCAL TRAVEL 92239 161778	10.72		1,154.85
10/25/2007	AP	BLANCHARD, GEORGE MILEAGE/MEALS	92642 162151	146.96	SCAC Full time	1,301.81
				<u>1,301.81</u>	<u>0.00</u>	
				<u>1,301.81</u>	<u>0.00</u>	

Blanchard's Mileage for 2007 2427.91  
 Not yet posted

270.28



MILEAGE REPORT  
 GEORGE BLANCHARD  
 January 2 – December 18, 2007

<u>DATE</u>	<u>MEETING PURPOSE</u>	<u>MILES</u>
1-2-07	Council meeting	29
1-23	Meeting with Tom Hendricks	29
1-26	Economic Development Meeting	30
2-1	Meeting on Keowee Landings	10
2-2	Sen. Alexander	30
2-5	Council Work Session – AM	29
2-5	Planning Commission - PM	29
2-6	Council Meeting	29
2-7	Landings Meeting	8
2-8	Walhalla Meeting	30
2-9	Economic Development Meeting	30
2-9	Meeting with Mark Lee, Chief	12
2-28	Radio Broadcast – Greenville	98
2-28	Planning Meeting – Hendricks	29
3-1	Budget Prelim. Meeting	32
3-2	Westminster meeting	60
3-5	Butch Batts, Fire Comm.	24
3-6	Council	29
3-7	Infrastructure Meeting – Pine St.	29
3-8	Oconee Alliance – Seneca	30
3-8	Rural Fire	36
3-9	Sen. Alexander	28
3-15	Waterside Homeowner Meeting	16
3-16	Economic Development Meeting	30
3-19	Tri-County Tech Meeting	52
3-19	Keowee Ebenezer Homeowner Meeting	24
3-26	Council – Budget Hearing	29
3-27	FOLKS Presentation/Meeting	24
3-27	Council Budget Hearing	29
3-28	Council Budget Hearing	29
3-28	Meeting with Mayor Alexander	32
3-30	Welcome Center Dev. Meeting	10
4-2	Duke Energy – Landings	20
4-2	Mountain Rest Homeowner	64
4-3	Leadership Oconee – Gignilist	32
4-3	Council Meeting	29
4-4	AQDI Meeting – Sewer	24
4-6	Budget Planning Meeting	12
4-9	Council – Budget	29
4-10	Dr. Truesdale – School Budget	34

4-11	S. Cornelius – Budget	29
4-11	Meet Brad Norton	30
4-12	Oconee Alliance - Hamilton Cir.	26
4-12	Landings Meeting	10
4-12	Meet L. Smith – Assessor	29
4-13	BRAC – Budget	32
4-17	Council – Budget	29
4-17	Council Meeting - PM	29
4-18	Council – Airport Plans	40
4-18	Rural Fire – Chamberlain	10
4-19	Budget Plans	10
4-20	Economic Development Meeting	30
4-23	Meet Rep. Sandifer – Legislative Det.	32
4-24	Business Showcase – Seneca	36
4-24	Rural Fire Meeting	24
4-25	Admin. Interviews	29
4-26	Admin Interviews	29
4-30	K. Clark – Cliffs Meeting	29
5-1	Council Executive Session	29
5-1	Council Budget & Meeting	29
5-2	Breakfast Meeting – Seneca	32
5-3	Seneca Fire – City Hall	32
5-3	Rural Fire Commission	40
5-8	Dr. Truesdale – Budget	30
5-9	Oconee Alliance	34
5-10	Cliffs Fire Meeting	12
5-10	Rural Fire Dinner – Clemson	68
5-11	Meeting with KKPOA	10
5-15	Council- Interviews, Budget, Meeting	29
5-16	Realtors Meeting	12
5-18	Economic Development Commission	30
5-18	BMW/EDC Host meeting	40
5-21	Oconee First Meeting	52
5-22	Tamassee Salem High – Parents & SIC	16
5-24	Council Admin. Selection	29
5-25	Brad Norton – Contract	30
5-27	History Marker Dedication	42
5-29	Council – Budget & Meeting	29
5-31	R. Burdette & B. Norton	30
5-31	Council Meeting	29
6-1	Fire Plan Presentation (2 trips)	58
6-4	Sewer Meeting - Walhalla	30
6-5	Council Meeting	29
6-12	Interviews – Clerk	29
6-12	Council – Public Hearing	29
6-14	Oconee Alliance	34

6-14	G. Dieterich – Lunney	30
6-15	Economic Development Commission	30
6-19	Council – Interviews, budget, Meeting	29
6-21	Sewer – Westminster	50
6-21	Sen. Alexander	30
6-26	Council – Select Clerk	29
6-28	Breakfast Meeting – AQDI	34
6-28	Luncheon – Sewer	34
6-28	Rural Fire – Burdette	32
6-29	Welcome Center Dev.	12
7-7	Patriot's Museum Dedication	30
7-11	Meet Jim Gadd – Tourism	29
7-12	Oconee Alliance	34
7-13	Tourism Committee – Seneca	32
7-17	Council Meeting	29
7-20	Economic Development Commission	30
8-1	Blue Cross – SC Luncheon	36
8-2	Arts & Historical Meeting	30
8-7	Council Meeting	29
8-15	Public Hearing – Sewer	29
8-16	Education Foundation	30
8-17	Economic Development Commission	30
8-21	Sewer Commission Meeting	29
8-21	Council Meeting	29
8-29	Public Hearing – Block Grants	29
9-4	Council Work Shop	29
9-5	Pick up mail and Agenda Issues	29
9-5	Surrett/Burdette Fire Issues	29
9-10	AQDI Breakfast	34
9-11	Council Workshop & Meeting	29
9-13	Oconee Alliance Meeting	34
9-13	Brad Norton Meeting – Fire Contracts	30
9-14	Economic Development Commission	30
9-14	Surrett Meeting Fire Issues	29
9-18	Extension Service Luncheon	28
9-18	Council Workshop & Meeting	29
9-18	Westminster Council – Fire Building	60
9-19	Planning/Econ. Development Workshop	29
9-19	Economic Development Meeting – Seneca	34
9-26	Tourism Meeting – Seneca	34
9-27	Oconee Visioning – Westminster	60
9-27	Council Workshop	29
9-27	Oconee Visioning – Salem	16
9-28	Heritage Center	30
9-30	County Picnic – South Cove	36
10-2	Council Meeting	29



10-4	Chambers Meeting	12
10-4	Planning/Econ Development Meeting	29
10-5	Executive Session	29
10-5	Tourism Meeting M. McCallum	29
10-16	Council Meeting	29
10-19	Economic Development Commission	30
10-21	Cliff's Homeowner Meeting	14
10-29	Tourism- P. Mayer	12
10-31	Sewer Commission	29
11-2	Red Cross Meeting - Seneca	34
11-6	Council Meeting	29
11-7	Infrastructure Workshop - Council	29
11-8	Oconee Alliance	34
11-9	Tourism Meeting - Seneca	34
11-9	Surrett Meeting	29
11-11	Memorial Dedication - Walhalla	30
11-12	Legislative Breakfast - Fairplay	55
11-12	PRT Meeting - Seneca	34
11-13	Rural Fire	12
11-13	Council Meeting	29
11-15	Teleconference - Affordable Housing	30
11-16	Economic Development Commission	30
11-30	Scenic Highway Meeting	29
12-1	Stumphouse Dedication	60
12-1	Heritage Center Christmas	30
12-3	AQDI Meeting	34
12-4	Leadership Oconee - Panel	36
12-6	Rural Fire Meeting	10
12-7	Economic Development Commission	30
12-10	Council- Executive Session	29
12-11	Council Meeting & Workshops	29
12-12	Meeting - KKPOA & Surrett	10
12-13	Oconee Alliance	34
12-18	Infrastructure - Lee & Corbell	16

TOTAL MILES

5006 MILES



U.S. General Services Administration

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Reimbursement Rates](#)

## Privately Owned Vehicle (POV) Mileage Reimbursement Rates

By law, GSA is responsible for reviewing the privately owned vehicle mileage reimbursement mileage rate on a yearly basis. However, by law, GSA may not exceed the standard mileage reimbursement rate for a privately owned automobile (POA) established by the Internal Revenue Service (IRS).

### Current Privately Owned Vehicle Reimbursement Rates

Mode of Transportation	Effective Date	Rate per mile
Airplane	January 1, 2006	\$1.07
<b>Automobile</b>		
If no Government Owned Vehicle available	February 1, 2007	\$0.485
If Government Owned Vehicle available	January 1, 2007	\$0.285
If committed to use Government Owned Vehicle	January 1, 2007	\$0.125
Motorcycle	January 1, 2007	\$0.385

### Past year's automobile rates:

Effective Date	Rate per mile
January 1, 2006	\$0.445
September 1, 2005	\$0.485
February 4, 2005	\$0.405
January 1, 2004	\$0.375
January 1, 2003	\$0.380

### CONTACTS

[Additional Contacts For  
Travel Management Policy](#)

### GSA EVENTS

[Conference Planning](#)  
[Relocation Allowances, FTR  
and LTR, Vol. 2](#)  
[Relocation Income Tax  
Allowances](#)  
[TDY Federal Travel  
Regulation \(FTR\)](#)

### REFERENCE

[Federal Travel Regulation  
\(FTR\) Overview](#)

### RELATED GSA TOPICS:

[Per Diem Rates](#)  
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[Airfare \(City For Program\)](#)  
[Relocation Income Tax  
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GO

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January 21, 2002	\$0.365
January 22, 2001	\$0.345
January 14, 2000	\$0.325
April 1, 1999	\$0.31
September 8, 1998	\$0.325
June 7, 1998	\$0.31
January 1, 1995	\$0.30

Choose State: AK  GO 

QuickLinks

A-Z Links to GSA Topics

The shortcut to this page is [www.gsa.gov/mileage](http://www.gsa.gov/mileage).

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**Rock Quarry Total Sales  
2007 - 2008**

MONTH	COUNTY TONS	COUNTY MONIES	OUTSIDE TONS	OUTSIDE MONIES	TOTAL TONS	TOTAL MONIES
JULY	2,787.50	\$ 18,178.27	33,832.36	\$ 250,734.73	36,619.86	\$ 268,913.00
AUG	3,537.52	\$ 24,917.89	38,207.63	\$ 292,837.92	42,045.15	\$ 317,755.51
SEPT	1,853.22	\$ 12,020.18	30,438.15	\$ 239,373.64	32,291.37	\$ 251,393.82
OCT	2,214.21	\$ 14,367.45	33,738.88	\$ 255,005.87	35,953.09	\$ 269,373.32
NOV	3,673.10	\$ 23,850.39	31,293.68	\$ 231,460.16	34,966.78	\$ 255,310.35
DEC	2,251.54	\$ 14,751.83	29,525.91	\$ 206,916.84	31,777.45	\$ 221,668.67
JAN						\$ -
FEB						\$ -
MARCH						\$ -
APRIL						\$ -
MAY						\$ -
JUNE *						\$ -
TOTAL	16,619.09	\$ 108,085.81	197,036.61	\$ 1,476,329.16	213,655.70	\$ 1,584,414.97

\*JUNE TOTAL INCLUDES REIMBURSEMENT OF UNUSED CREDIT DEPOSITS

# Monthly Report - Sales Report Summary

Report Date 1/2/08

From 12/1/07 To 12/31/07

COUNTY	Product	Qtys	Subtotal	Txtotal	Grtotal
	#1 Crusher Run	263.08	1,710.04	0.00	1,710.04
	#3-2" X 3" Clean	17.32	148.95	0.00	148.95
	#57 - 1"	136.65	1,195.69	0.00	1,195.69
	Asphalt Sand	18.52	117.60	0.00	117.60
	County Stone	1,620.71	10,534.90	0.00	10,534.90
	Screenings	195.26	1,044.65	0.00	1,044.65
	<b>Totals</b>		<u>2,251.54</u>	<u>0.00</u>	<u>14,751.83</u>
<b>Total</b>			<u>2,251.54</u>	<u>0.00</u>	<u>14,751.83</u>
<b>OUTSIDE</b>					
	#1 Crusher Run	727.76	4,730.55	268.64	4,999.19
	#2 Crusher Run	12,897.46	63,197.69	3,723.93	66,921.62
	#3-2" X 3" Clean	1,117.53	9,610.73	565.34	10,176.07
	#57 - 1"	7,737.36	67,702.68	3,882.93	71,585.61
	789-1/2-3/8	1,893.00	14,197.82	787.71	14,985.53
	Asphalt Sand	2,524.03	16,027.62	12.47	16,040.09
	Boulders	45.62	718.52	43.11	761.63
	Rip Rap	145.88	1,502.58	90.16	1,592.74
	Screenings	1,219.64	6,525.14	201.68	6,726.82
	Surge Stone	1,217.63	12,419.80	707.74	13,127.54
	<b>Totals</b>		<u>29,525.91</u>	<u>10,283.71</u>	<u>206,916.84</u>
<b>Total</b>			<u>29,525.91</u>	<u>10,283.71</u>	<u>206,916.84</u>
<b>Grand Totals</b>			<u>31,777.45</u>	<u>10,283.71</u>	<u>221,668.67</u>

4-06  
171,395.07

# Oconee County Balance Sheet

	Sales on O/C Receivables	160,968.83	
+	Sales To County	14,751.83	
+	Advance Print Usage	0.00	
-	Cash Customer	38,557.07	
+	Weekly Pay Customer	7,063.88	
+	Accts Receivable Weekly	327.06	
		<b>Total Rock Sales</b>	<b>221,668.67</b>
	Prior Months Payments	163,361.38	
+	Advance Payments	0.00	
+	Weekly Payments From Last Month	0.00	
-	Unpaid Weekly	327.06	
-	Unpaid Monthly	160,968.83	
-	Sales To County	14,751.83	
-	Advance Payments Use	0.00	
+	Advance Payments Refunds	0.00	)
		<b>Total Deposits Made</b>	<b>208,982.33</b>
		<b>Outside Sales</b>	<b>206,916.84</b>
		Total Deposits Made In Month	208,982.33
		Weekly Payments From Last Month	( 0.00 )
		Prior Months Payments	( 163,361.38 )
		<b>- Total Deposits Outside Use Current</b>	<b>45,620.95</b>
		<b>Sub-Total</b>	<b>161,295.89</b>
		Unpaid Monthly Use	160,968.83
		Unpaid Weekly Use	327.06
		<b>- Total Due For End Of Month</b>	<b>161,295.89</b>
		<b>Sub-Total</b>	<b>0.00</b>
		Advance Payments	0.00
		Advance Payments Usage	0.00
		Advance Payments Refunds	0.00
		<b>+ Total Credit Available</b>	<b>0.00</b>
		<b>Sub-Total</b>	<b>0.00</b>
		<b>Balance</b>	<b>0.00</b>